AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
October 28, 2014
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held 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-47171** Presentation from the City of McAllen relating to the creation of Reinvestment Zone Number One, City of McAllen, Texas.

B. **AI-46998** Discussion, consideration, and action on letter regarding increased access to healthcare coverage for all Texans.

C. **AI-47156** Discussion regarding a possible decrease for the Hidalgo County Tax Rate contingent on passage of the Hidalgo County Hospital District.

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

C. **AI-46999** Request by American Legion Post 408 to use the courthouse square parking lot for the Veterans' Day Parade to be held on Saturday, November 1, 2014 (8-11am)

D. **AI-47041** Discussion, consideration and action on rescheduling the meeting of November 11, 2014 due to Veterans' Day Holiday

E. **AI-47053** Requesting permission by the Edinburg Chamber of Commerce to use the county square for the Night of Lights Parade on Friday, December 5, 2014 (evening) and the 47th Annual Fiesta Edinburg Celebration on Saturday, February 28, 2015 at 10:00 a.m.

F. **AI-47066** Approval to accept settlement check from United Services Automobile Association in the amount of $437.20 to settle auto accident with County vehicle. (Sheriff Office)

G. **AI-47174** Approval of Amendment to Amended and Restated Interlocal Cooperation Agreement between Hidalgo County and Drainage District #1

8. **Constables:**

A. **AI-46879** Constable Pct. #1:
1. Approval to authorize the Hidalgo County Constables Pct. 1 Office to continue participation in the Texas 1033 Surplus Property Program.
2. Authorization for the County Judge, as authorized official, to sign the required documents.

B. **AI-46996** Constable Pct. 4- Investigation HB65 (1231):
1. Approval of certification of revenues, as certified by the County Auditor, for auction proceeds generated from the sale of confiscated vehicles.
2. Approval of 2014 appropriation of funds in the amount of $12,700.00.

9. **Human Resources - Esther Cortez:**

A. **AI-47058** Border Colonia Access Program (1200):
1. Approval to delete the following vacant full time positions:

Action	Dept/Program	Slot No.	Position Title	Current Budgeted Amount
DELETE	125-028	0002	Administrative Assistant IV	$39,952.00
DELETE	125-028	0003	Colonia Access PRGM COORD	$41,897.00

DELETE	125-028	0004	Colonia Access PRGM COORD	$35,391.00

2. Approval of revised salary schedule.

B. **AI-47002** Sheriff's Office (1100):
1. Approval of the following personnel actions, effective next full pay period, 11/03/2014:

Action	*Slot No.*	*Position Title*	*Budgeted Allowance Amount*
Delete Clothing Allowance	0024	Sergeant (Step I)	$500.00
Delete Clothing Allowance	0049	(Sr) Deputy Sheriff (Step III)	$500.00
Delete Clothing Allowance	0171	(Sr) Deputy Sheriff (Step III)	$500.00
Delete Clothing Allowance	0197	Deputy Sheriff	$500.00
Delete Clothing Allowance	0334	Deputy Sheriff	$500.00
Add Clothing Allowance	0011	Lieutenant (Step III)	$500.00
Add Clothing Allowance	0015	Lieutenant (Step II)	$500.00
Add Clothing Allowance	0046	Deputy Sheriff (Step II)	$500.00
Add Clothing Allowance	0081	Deputy Sheriff (Step II)	$500.00
Add Clothing Allowance	0400	Sergeant (Step III)	$500.00

2. Approval of revised salary schedule.

10. **District Attorney's Office - Roy Cazares:**

A. **AI-47052** Approval of the following expense in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
TDCAA	$3,150.00	Registration	Key Personnel & Victim Assistance Coordinator Seminar
2 Support Staff from DA	$ 508.60	Mileage	Travel from Edinburg to San Antonio, TX and back
Rene Guerra	$1,980.08	Lodging	Reimburse Mr. Rene Guerra for the use of his credit card to charge hotel expenses.
9 Support Staff from DA	$1,053.00	Meals	Reimbursement expense for meals for the 9 employees attending seminar.

B. **AI-47017** Approval of the following expense in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
CDW Government INC.	$10,493.04	DROBO 27.6 TB	Need to replace the current hard drives being used to backup the file servers.

11. **County Clerk's Office - Arturo Guajardo, Jr.:**

A. **AI-47013** Requesting approval of the Official Bond for Justice of the Peace, Pct. 3, PL. 2 Marcos Luis Ochoa - Filed at the Hidalgo County Clerk's Office on October 15, 2014.

12. **Sheriff's Office:**

A. **AI-47032** Sheriff's Office OCDETF - (1284):
Approval to correct the Federal Agency investigation number and the OCDETF/ Strategic Initiative Number, previously approved by Commissioners Court on 09/30/14 (AI 46612), as follows:

Federal Agency investigation number: M5-14-0001
OCDETF Strategic Initiative Number/ Investigation Number: SW-TXS-0968.

B. **AI-47095** 1. Approval of Memorandum of Understanding between the Hidalgo County Sheriff's Office and Precinct 2 Constable's Office for the transfer of two vehicles under equitable sharing, as allowed by *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies*.
2. Approval of authorization for County Judge, as authorized official, to sign the required document.

C. **AI-47094** 1. Approval of authorization for the Hidalgo County Sheriff's Office to continue participation in the Texas 1033 Surplus Property Program.
2. Authorization for County Judge, as authorized official, to sign the required documents.

13. **Tax Office - Paul Villarreal:**

A. **AI-46940** Discussion, consideration and approval to authorize the Hidalgo County Tax Assessor-Collectors Office to assess and collect the $20 Scofflaw Fee upon renewal of Vehicle Registration.

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

A. **Health Care Funding District:**

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

B. **Indigent Health Care Program:**

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

C. **AI-47091** 1. Requesting approval to accept the Hida-Rey Binational Health Council award in the amount of $2,450.00.
2. Requesting approval of the Certification of Revenue.
3. Requesting approval of the budget appropriation in the amount of $2,450.00.

D. **AI-46985** Health and Human Services Department:
Approval for County Auditor to pay Safeguard Universal LLC Invoice 24921 in the amount of $999.45 (PO # 712476).

15. **IT Department - Renan Ramirez**

A. **AI-46849** Request County Judge to sign form to request assignment TEXAS.GOV domain for Hidalgo County. Will increase accessibility of existing County Internet presence.

B. **AI-47055** PROBATE COURT
Authorization and approval to purchase and activate new wireless service through the County's membership/participation with CONTRACT: DIR-SDD-1779 with VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:	Equipment Cost:
1	Data Card	Office Use	4G Mobile Broadband Unl. @ $37.99 per month	$0

C. **AI-47018** HIDALGO COUNTY SANITATION DEPTS.

Authorization and approval for new data card activations through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Department:	Quantity:	Description:	User:	Service Plan:	Equipment Cost:
Commissioner Pct.1	5	New Activation	Office Use	4G Mobile Broadband Unl. @ $37.99 = $189.95/month	$0
Commissioner Pct.2	1	New Activation	Office Use	4G Mobile Broadband Unl. @ $37.99/month	$0
Commissioner Pct.3	4	New Activation	Office Use	4G Mobile Broadband Unl. @ $37.99 = $151.96/month	$0

Commissioner Pct.4	3	New Activation	Office Use	4G Mobile Broadband Unl. @ $37.99 = $113.97/month	$0

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

A. **AI-46880** The Urban County Program on behalf of the **City of Progreso** is requesting approval and award of best and final negotiated contract with **Raba Kistner Consultants, Inc.** in the amount of **$7,138.45** utilizing UCP - **City of Progreso Year 25 (2012) Street Improvements funds.**

B. **AI-46872** The Urban County Program on behalf of the City of Elsa is requesting approval and award of best and final negotiated contract with International Consulting Engineers in the amount of $16,919.00 utilizing CDBG FY 26 (2013) Park, Recreational Facility funds.

C. **AI-46906** The Urban County Program is requesting the award of bids and approval of contracts with **Quality Investments** for the demolition and reconstruction of the following:

1. (1) Unit in the City of San Juan and (1) unit in the City of Mercedes. Total contracts amount is $108,736.99 to Quality Investments.

17. **Elections Administration - Yvonne Ramon:**

A. **AI-47035** Approval of Full Contract for Election Services between Hidalgo County and the La Joya Independent School District for their election to be held on November 4, 2014.

B. **AI-47042** Approval of Full Contract for Election Services between Hidalgo County and the La Villa Independent School District for their election to be held on November 4, 2014.

C. **AI-47128** 1. Appointment of the Early Voting Ballot Board for the November 4, 2014 General and Special State Constitutional Amendment Elections.
2. Appointment of the Central Counting Station for the November 4, 2014 General and Special State Constitutional Amendment Elections.

18. **Head Start Program - Teresa Flores:**

A. **AI-46974** Discussion/Approval on Request to Purchase Custodial Supplies and Equipment (Contract #397-12) through the Hidalgo County's Membership/Participation with Texas Association School Board (TASB) Buyboard's Awarded Vendors for the Term of the TASB Contract Ending on August 31, 2015
a. Gulf Coast Paper Company
b. Matera Paper Co., Ltd.
c. Staples Contract & Commercial, Inc.

B. **AI-46975** Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Behavioral Health Solutions of South Texas

C. **AI-46976** Discussion/Approval on Request to Purchase Classroom Supplies and Equipment Contract #407-12) through the Hidalgo County's Membership/Participation with Texas Association School Board (TASB) Buyboard's Awarded Vendors for the Term of the TASB Contract Ending on October 31, 2015

a. Hatch
b. Kaplan Early Learning Company
c. Lakeshore Learning
d. National Educational Systems, Inc.
e. Oriental Trading Company
f. Positive Promotion, Inc.
g. School Specialty, Inc.

D. **AI-46977** Discussion/Approval on Request to Purchase One (1) Cargo Van through the Hidalgo County's Membership/Participation with the Texas Association School Board (TASB) Buyboard's Awarded Vendor, Caldwell Chevrolet (Including TASB Administrative Fees)

E. **AI-46979** Discussion/Approval on Request to Purchase One (1) School Bus through the Hidalgo County's Membership/Participation with the Texas Association School Board (TASB)Buyboard's Awarded Vendor, Longhorn Bus Sales (Including TASB Administrative Fees)

F. **AI-46980** Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Classroom/Land Space for the Following Areas:

CLASSROOM/LAND SPACE	BID NUMBER	CLASSROOM/LAND SPACE	BID NUMBER
Classroom Space-Donna	2014-006-11-14	Classroom Space-Mission	2014-013-11-14
Classroom Space-Edinburg	2014-007-11-14	Classroom Space-Mission	2014-014-11-14
Classroom Space-Mcallen	2014-008-11-14	Land Space-Mission	2014-015-11-14
Classroom Space-Mcallen	2014-009-11-14	Land Space-Mission	2014-016-11-14
Classroom Space-Mercedes	2014-010-11-14	Classroom Space-Pharr	2014-017-11-14
Classroom Space-Mercedes	2014-011-11-14	Classroom Space-Weslaco	2014-018-11-14
Land Space-Mercedes	2014-012-11-14		

G. **AI-46997** Discussion, Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2014 Pending Appointment of Community Representatives:
Judge Ramon Garcia and Commissioner Joseph Palacios, Precinct 4

19. **Planning Department - Raul Sesin:**

A. **AI-47090** 1. Preliminary Approval with Variance Request
a. Replat of Lot 12, Santa Cruz Ranch No. 1 – Pct. 4 (Tomas A Guzman)

2. Final Approval
a. Sand Meyer Subdivision – Pct. 1 (Jerry Pickering)
b. Resubdivision of Lots 1,52,53,54, 59 & Lot B, Caledonia Estates Ph I – Pct. 4(Wild Mesquite LLC)
c. Cohiba Subdivision – Pct. 3 (Daniel Acevedo)
d. Sunflower Park Subdivision – Pct. 4 (Hidalgo County)

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

A. **AI-47024** Pct. 4- Misc. Reimbursements (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for the Faysville Drain Project.

2. Approval of 2014 appropriation of funds for the Faysville Drain Project in the amount of $150,006.81 for pay period 3 - Pay period 12.

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

A. **AI-47140** 1. Discussion, consideration and approval to establish a change fund in accordance with Texas Local Government Code Section 130.902 at each of the four Precinct Administrative Offices in the amount of $100.00 each for Hidalgo County Sanitation Permits after all County Auditor requirements are completed.
2. Discussion, consideration and approval to authorize the sale of Hidalgo County Sanitation Permits in the month of December to be effective 01/01/2015.

B. **AI-47098** JB-Juvenile Accountability Incentive Block Grant -JAIBG (1286):
1. Approval to accept the FY 2015 JAIBG "Early Intervention Counseling Program" Grant (Number 2452904) in the amount of $17,516.00 for the period of 9/1/14 to 8/31/15.
2. Approval of certification of revenues as certified by County Auditor for the FY 2015 JAIBG "Early Intervention Counseling Program" grant.
3. Approval to appropriate the FY 2015 JAIBG "Early Intervention Counseling Program" grant funds in the amount of $17,516.00 for the period of 9/1/14 to 8/31/15 and local match in the amount of $1,946.55.

C. **AI-47072** Discussion, consideration, and approval of the VINE Maintenance plan

D. **AI-47086** Discussion, consideration, and approval of revisions to the Non-Travel Meals, Refreshments, and Related Expenses Policy, Guidelines & Procedures.

E. **AI-47012** Indigent Defense (1100):
1. Discussion, consideration and approval of resolution authorizing the submittal of the 2015 Indigent Defense Formula Grant with the Texas Indigent Defense Commission.
2. Authorization for County Judge to sign the required documents.

F. **Budget Appropriations:**

1. **AI-47031** Constable Precinct No. 1 (1100):
A. Approval of Certification of Revenues by the County Auditor.
B. Approval of 2014 appropriation of funds for the Constable Precinct No. 1 in the amount of $11,238.75 to fund the repairs for a vehicle (unit #101) that was involved in an accident on 09/10/14.

2. **AI-46874** Constable Precinct No. 4 (1100):
A. Approval of Certification of Revenues by the County Auditor.
B. Approval of 2014 appropriation of funds for the Constable Precinct No. 4 in the amount of $1,670.67 to fund the repairs for vehicle (unit # 418) that was involved in accident on 08/15/14.

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

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

A. **Hidalgo County**

1. **AI-47150** Presentation for discussion,consideration, action and/or approval to request authority to advertise an RFP (Request for Proposals for "Professional Energy Consulting Services" for Hidalgo County with approval of procurement packet (i.e., specifications/requirements, legal notice and draft requirement agreement etc.) as attached hereto including the authority to re-advertise project in the event that no reponses are received and/or are rejected and project is still required.

2. **AI-46788** Presentation for award by CC of sole responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements including approval of the contract for: RFB titled: Hidalgo County (for all funding sources) Laboratory Services through project No.: 2014-288-10-01-MEG

3. **AI-46791** Presentation for the purpose of award by HCCC of responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements including contract for Request for Bid titled: Hidalgo County Health and Human Service for Concrete Mix and Delivery Services through project 2014-327-10-01-MEG.

4. **AI-47036** Presenting bids received for the purposes of HCCC to take action for awarding (Primary & Secondary contracts) to the responsible vendors submitting the lowest and best bids including contract documents for Hidalgo County "Service/Repair and Maintenance of County Generators":

   Primary bid award and contract to: Waukesha-Pearce Industries, Inc.;
   Secondary bid award and contract to: Holt Texas, LTD.

B. Executive Officer

1. **AI-47108** Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for Valde Guerra, Hidalgo County Executive Officer to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor" for the project titled: Renovation/Repairs/Remodeling of 1st & 2nd Floors of Administration Building, 100 E. Cano, Edinburg, Texas.

C. Pct. 1

1. **AI-47118** A. Recommendation by project engineer Raul Sesin, P.E., Hidalgo County Planning Dept., to award the lowest base bid and Alternates 1 & 2 to vendor meeting all specification for project -Hidalgo County Precinct No. 1 -"Sioux Road Paving and Drainage Improvements (from Tower to Valverde Road)"-RFB No. 2014-362-10-15-MSS." to 2GS, LLC, in the total amount of $740,819.60.

   B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee (historically Raul Lozano unless otherwise voice by Comm.) to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

2. **AI-46722** Requesting authority to advertise a RFB for: Disposal of MSW received at Pct. #1 Citizen Collection Stations/Sites to a Landfill and/or Transfer Station within a Fifteen (15) Mile radius from Sunset Park including approval of procurement packet.

3. **AI-47073** Acceptance and approval of invoices (as itemized & detailed on supporting grid/documentation) through HC awarded contract with Arguendigui (for which no requisitions or POs processed/issued) in the amount of $129,773.66 (R&B, Parks, Sanitation) with authority for HC Treasurer, Hon. Norma Garcia to issue payment/checks after the completion of Auditor's processing procedures.

4. AI-47010 A. **Rescind** action **(CC 10/14/14-REG. AI-46270)** for a requirements agreement with **Eustacio Rubio** d/b/a **Delta Aggregate & Landscaping Materials** for the purposes of correcting same for:**"Aggregate Limestone Grade 4" (Option I)** for **Hidalgo County Precinct No. 1;**

B. Requesting approval of Requirements Agreement# **C-14-275-10-14** with **Eustacio Rubio** d/b/a **Delta Aggregate & Landscaping Materials** for the purposes of **-"Aggre -"Aggregate Limestone Grade 4" (Option I)** for **Hidalgo County Precinct No. 1;**

C. **Rescind** action **(taken by CC 10/14/14-REG. AI-46270)** for approval of a requirements agreement with **Frontera Materials, Inc.** for the purposes of correcting same for:**"Aggregate Limestone Grade 4" (Option II)** for **Hidalgo County Precinct No. 1;**

D. Requesting approval of Requirements Agreement# **C-14-275A-10-14** with **Frontera Materials, Inc.** for the purposes of **-"Aggregate Limestone Grade 4" (Option II)** for **Hidalgo County Precinct No. 1;**

D. Colonia Access Program - Pct. 1:

1. AI-47143 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (engineering) service;
B. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services in connection with Pct 1 Round 3 BCAP Heidelberg Subdivision.
C. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____for the provision of professional engineering services for the Pct 1 BCAP Project of Heidelberg Subdivision.

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (construction material testing) service;
E. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Material Testing in connection with Pct 1 Round 3 BCAP Project of Heidelberg Subdivision.
F. Authority for the Purchasing Department to negotiate a professional (Construction Material Testing) contract with the No. 1 ranked firm of _____ for the provision of construction material testing services for Pct 1 Round 3 BCAP Project of Heidelberg Subdivision.

G. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (engineering) service;
H. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services in connection with Pct 1 Round 3 BCAP Colonia Lorenzana Subdivision.
I. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____ for the provision of professional engineering services for the Pct 1 BCAP Project of Colonia Lorenzana Subdivision.

J. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (construction material testing) service;
K. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Material Testing in connection with Pct 1 Round 3 BCAP Project of Colonia Lorenzana Subdivision.
L. Authority for the Purchasing Department to negotiate a professional (Construction Material Testing) contract with the No. 1 ranked firm of _____ for the provision of construction material testing services for Pct 1 Round 3 BCAP Project of Colonia Lorenzana Subdivision.

E. Colonia Access Program - Pct. 2:

1. AI-47142 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (engineering) service;
B. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services in connection with Pct 2 Round 3 BCAP Las Fuentes Subdivision.
C. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____for the provision of professional engineering services for the Pct 2 BCAP Project of Las Fuentes Subdivision.

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (construction material testing) service;
E. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Material Testing in connection with Pct 2 Round 3 BCAP Project of Las Fuentes Subdivision.
F. Authority for the Purchasing Department to negotiate a professional (Construction Material Testing) contract with the No. 1 ranked firm of _____ for the provision of construction material testing services for Pct 2 Round 3 BCAP Project of Las Fuentes Subdivision.

F. Pct. 2

1. AI-47084 Requesting acceptance and approval of Work Authorization No. 2 (with an estimated cost of $5,945.25) as submitted by Millennium Engineers Group, Inc., Contract #C-14-300-09-09, for Construction Materials Engineering Services for the Pct. 2 Moore Road (I Road East Approx. 1,260 LF) Improvements project.

2. AI-47096 Requesting acceptance and approval of Work Authorization No. 3 (with an estimated cost of $14,492.25) as submitted by Millennium Engineers Group Inc., Contract #c-14-300-09-09, for Construction Materials Engineering Services for the Pct. 2 Sioux Road (I Road West Approx. 7,580 LF) Improvements Project.

3. AI-47099 Requesting acceptance and approval of Work Authorization No. 4 (with an estimated cost of $14,492.25) as submitted by Millennium Engineers Group Inc., Contract #C-14-300-09-09, for Construction Materials Engineering Services for Pct. 2 El Dora Road (I Road West approx. 7,580 LF) Improvements project.

4. **AI-47155** Acceptance and approval of the construction contract documents for Hidalgo County Precinct No. 2: "Equipment and Maintenance Facility On-Site Civil Improvements Concrete Work" project (CC award action AI-46924, 10/14/14) to RDH Site and Concrete, LLC, in the total amount $75,549.90, subject to legal counsel's final review and approval w/Contract# C-14-353-10-14.

5. **AI-47081** Requesting acceptance and approval of Work Authorization No. 1 (with an estimated cost of $5,945.25) as submitted by Millennium Engineers Group, Inc., Contract #C-14-300-09-09, for Construction Materials Engineering Services for the Pct. 2 Cesar Chavez (FM 495 North approx 1,280 LF) Road improvements project.

6. **AI-47127** Approval of the following requisitions listed for operating expenditures exceeding $25,000:

Requisition No.	**Vendor**	**Amount**
265608	Frontera Materials, Inc.	$30,624.00
265883	The Playwell Group	$90,970.48

7. **AI-47100** Requesting acceptance and approval of Work Authorization No. 5 (with an estimated cost of $13,094.50) as submitted by Millennium Engineers Group, Inc., Contract #C-14-300-09-09, for Construction Materials Engineering Services for the Pct. 2 Nolana Loop (Raul Longoria to Cesar Chavez) Improvements Project.

G. Pct. 3

1. **AI-47003** As required by statutory process and further detailed/required by TXDOT, Selection/Designation of “Evaluation Committee” to grade, score, and evaluate the Statements of Qualifications received in response to the RFQ “Construction Management, Inspection, and Material Testing Services for Mile 2 North Roadway Project”.

2. **AI-47124** Acceptance and approval to execute an "On Call" professional engineering services contract with L&G Consulting Engineers, LLC for, "Geo-Technical & Construction Materials Testing for All Projects" for Precinct No. 3 as approved for negotiations on 9/9/14.

H. Pct. 4

1. **AI-47054** Acceptance and approval to award proposal received in the amount of $18,048.59 from Herrera and Hunt, Inc., awarded Job Order Contractor through County's participation with HCDE-Choice Facility Partners JOC contract No. JOC-09-040JC-07, for the project: Hidalgo County Precinct No. 4 -"Monument Sign for Precinct No. 4 Annex Building on "M" Road". (2014-157-MSS)

2. **AI-46950** Presentation for HCCC to award of sole responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements including contract for Request for Bid titled Hidalgo County Precinct No. 4 - "Hauling Services for all Road Material (excluding Hot Mix) through project No.: 2014-322-09-24-SGS.

3. **AI-47113** A. Acceptance and approval of Amendment No.1 to Professional Services Agreement #C-14-330-09-09 with L&G CONSULTING ENGINEERS INC. d/b/a L&G ENGINEERING (to replace Exhibit C-Construction Material Testing Laboratory Rates for FY 2014-2015) for the purposes of "on call" "Geo Technical and Construction Material Testing Services for projects located in Hidalgo County Precinct No. 4.

B. Acceptance and approval of Amendment No. 1 to WA#1 (correction to Attachment C-Work Schedule & D-Cost Proposal with cost remaining the same) in connection to Agreement (C-13-188-02-11) with TEDSI INFRASTRUCTURE GROUP, INC. for the purposes of "professional engineering services" for Reconstruction of Mon Mack Rd from (Mi 11 N. Rd N. for 0.4 Mi) located in Hidalgo County Precinct No. 4.

C. Acceptance and approval of Amendment No. 1 to WA#1 (correction to Attachment C-Work Schedule & D-Cost Proposal with cost remaining the same) in connection to Agreement (C-13-189-02-11) with TEDSI INFRASTRUCTURE GROUP, INC. for the purposes of "professional engineering services" for Reconstruction of Roosevelt Rd. from the junction with Owassa Rd. to FM 1423 (Valverde Rd.) located in Hidalgo County Precinct No. 4.

4. **AI-47121** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional construction management services for Sunflower Park Pct No.4

Totals	Prodigy Construction	RH Shackelford, Inc.,	Guzman & Munoz Engineering and Surveying
Scores	98	94	95
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for construction management services for Sunflower Park in Pct No.4.

I. Health & Human Services Dept.

1. **AI-46790** Recommendation by HC-H&HS for HCCC to reject all bids received and re-advertise project with modified specifications and/or requirements for RFB: "Laboratory Services for Hidalgo County Dept. of Health and Human Services"- with No.: 2014-230-10-01-MEG

J. Elections Department

1. **AI-46876** Approval to rescind action taken by Commissioners Court on August 25, 2014 Agenda Item #45993 and requesting authority to enter into a new 48-month new (capital) lease copier for a Ricoh Aficio MP7502sp through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA, INC. contract DIR-SDD-1674 through requisition #264695 in the total monthly payment of $300.57 plus maintenance at $88.00 per month effective upon approval**.**

K. Sheriff's Office

1. **AI-46841** A. Request and recommendation (as such action is in the best interest of the Hidalgo County) for Commissioners Court to accept, amend and include the mutual addition of a "helper" (in the amount of $30.00 reg & $45.00/per after hours & holidays) to the Request for Sealed Quote for Boiler Repair Services as solicited by Sheriff Office staff (on 12-20-13) and awarded to responsible vendor South Coast Boiler submitting the lowest and best bid for a one (1) year short (with options to renew for additional 2-1 yr. terms) but in no event to exceed the $50K statutory bid limit per year;

   B. Ratification/acceptance and/or approval of Invoice #5056 dated 06-16-14 from South Coast Boiler Service, Inc. (in the amount of $805.00) through PO#705487 which includes a line item of seven (7) hours @ $30.00/hr. for a "helper" with authority for County Treasurer to issue payment after all Auditor processing procedures completed.

2. **AI-47004** Presentation by project engineer, Chanin Engineering, LLC, for HCCC to award to responsible vendor, Central Air and Heating Service, Inc. submitting the lowest and best bid (& meeting all specifications/requirements) in the amount of $5,990,000.00 for Bid No. 2014-047-09-17-YSS Hidalgo County - Sheriff's Office "Hidalgo County Adult Detention Center and Law Enforcement Facility Roof &/or Air Condition Repairs &/or Replacement".

3. **AI-47130** A. Presentation of the scoring/evaluation grid (for purpose of CC determination as "Qualified" so as to proceed with next step of the procurement process) of the sole response received from Dr. John Lung, MD (as detailed in documentation attached herein) for:**Professional Physician Services for Inmates for Hidalgo County Sheriff's Office**-RFQ 2014-343-09-17-YZV; if applicable,

   B. Authority for Purchasing Department and/or other County Staff to negotiate a professional services contract with the "qualified" physician _____ for the provision of "**Professional Physician Services for Inmates"** for Hidalgo County Sheriff's Office; or, consider and take action on these options;

   C. Requesting authority to advertise and approval of procurement packet as attached

hereto for Physician Services for Inmates

L. **County Clerk**

1. **AI-46883** Acceptance and approval of the final negotiated contract with Kofile Systems, Inc. (the number one ranked vendor by CC 09-30-14) for RFP 2014-286-09-03-YZV - "Records Management & Document Imaging Process".

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-47149** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Tomahawk - Tax Abatement.

D. **AI-47046** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

E. **AI-47044** CL-12-2088-A; Erasmo Chapa v. Hidalgo County

F. **AI-47109** Claim of Gustavo Chapa dba Liberty Auto Sales

G. **AI-47037** Claim of Clarissa Ruiz

H. **AI-47056** Claim of Criselda Sauceda

24. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-47148** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Tomahawk - Tax Abatement.

D. **AI-47047** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

E. **AI-47045** CL-12-2088-A; Erasmo Chapa v. Hidalgo County

F. **AI-47110** Claim of Gustavo Chapa dba Liberty Auto Sales

G. **AI-47038** Claim of Clarissa Ruiz

H. **AI-47057** Claim of Criselda Sauceda

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

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

27. **Adjourn**

AI-47171 **County Judge's Office 6. A.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Bobby Villarreal **Submitted By:** Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation from the City of McAllen relating to the creation of Reinvestment Zone Number One, City of McAllen, Texas.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Michael Leo Started On: 10/24/2014 04:52 PM

Final Approval Date: 10/24/2014

AI-46998 **County Judge's Office 6. B.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and action on letter regarding increased access to healthcare coverage for all Texans.

BACKGROUND

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2014 02:51 PM
Glinda Pacheco	Glinda Pacheco	10/20/2014 04:21 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Erika Reyna Started On: 10/14/2014 04:50 PM

Final Approval Date: 10/24/2014

September 9, 2014

The Honorable Charles Schwertner

Chair, Senate Health and Human Services Committee

RE: Increasing Access to Healthcare Coverage for all Texans

Dear Chairman Schwertner:

As community leaders, we join the Bexar, Dallas, El Paso, Harris, Tarrant and Travis County Judges in urging your committee to use this interim period to find a Texas-way to fund and to increase access to healthcare coverage for low-wage working Texans.

All Texas counties have an interest in providing for the medical needs to the uninsured. Under the Indigent and Health Care Treatment Act of 1985, counties lacking a hospital district or public hospital have a duty to provide healthcare for indigent residents, and are required to spend up to 8 percent of the county's general tax levy for this service.

Evidence abounds as to this need. More than 1.9 million Texans between the ages of 18-64 are uninsured with incomes between 0-138% of the federal poverty level. Of these, nearly 1.3 million have incomes below 100% of the federal poverty level, making them ineligible for low-cost health insurance. The current cost of uncompensated care provided to Texans by public and private providers is over $4 billion a year. The cost to Hidalgo County providers in the 2010-2011 was $90 million; to Cameron County $35 million; to Starr County $5 million and for Willacy County $422,000 thousand (Billy Hamilton: Smart, Affordable and Fair: Why Texas Should Expand Medicaid Coverage to Low-Income Adults 2011 Uncompensated Care Costs).

As Texas Count leaders, we believe a uniquely Texas solution can be found. We again ask for your and your committee's help in developing this solution.

Sincerely,

CC: Senate Health and Human Services Committee

Senate Finance

AI-47156 **County Judge's Office 6. C.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion regarding a possible decrease for the Hidalgo County Tax Rate contingent on passage of the Hidalgo County Hospital District.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/24/2014 04:06 PM
Obdett Calzada	Obdett Calzada	10/24/2014 04:48 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Erika Reyna Started On: 10/24/2014 01:22 PM

Final Approval Date: 10/24/2014

AI-46999 **Comm. Court Executive Office 7. C.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request by American Legion Post 408 to use the courthouse square parking lot for the Veterans' Day Parade to be held on Saturday, November 1, 2014 (8-11am)

BACKGROUND

Attachments

LETTER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2014 03:20 PM
Obdett Calzada	Obdett Calzada	10/21/2014 04:06 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Monica Badillo Started On: 10/14/2014 05:09 PM

Final Approval Date: 10/24/2014

AMERICAN LEGION

ALFREDO GONZALEZ POST #408

Home Post of Alfredo C. Gonzalez
"Medal of Honor Recipient"

USS Alfredo Gonzalez DDG 66

September 24, 2014

To: Ramon Garcia,
Hidalgo County Judge,
1615 S. Closner Suite J.
Edinburg, Texas 78539

Attn: Mr. Baldemar Guerra

Subject: Veteran's Day Parade (East Parking Lot, County Courthouse)

Judge, the American Legion (Freddy Gonzalez) Post 408 is planning to have the annual Veteran's Parade on Saturday November 1, 2014. It is estimated that the parade will have approximately 70 to 75 entries to include participation from all of the local schools. The parade will take place from 8:00 a. m. to 11:00 a.m. and will terminate with final gathering at the Bobcat Football Stadium.

We are asking if you would allow us to use the parking lot east of the courthouse so that we can commence the parade from the town square (east lot) and exit at Bobcat Stadium. This would definitely make it a lot easier for us to coordinate and lineup the number of entries that will be participating in the parade.

We would appreciate any consideration you can give us. If you have any questions please feel free to call Gus Garcia (Commander) at 457-9681 or Manuel Cantu (1st Vice-Commander) at 867-5367.

For God and Country, and thanking you in advance,

Agustin (Gus) Garcia, Commander
American Legion Post 408
P. O. Box 942
Edinburg, Tx. 78540

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 9/29/14 BY:

4605 S. US Hwy 281
Edinburg, TX 78539

P.O. Box 942
Edinburg, TX 78540

Ph: 956-383-1182 / Email: americanlegionpost408@gmail.com

cc 10/28/14

AI-47041 **Comm. Court Executive Office 7. D.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on rescheduling the meeting of November 11, 2014 due to Veterans' Day Holiday

BACKGROUND

City not available on Monday Nov. 10th; due to prior commitment.
Recommendation:
Reschedule mtg. to Wednesday, Nov. 12th

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 09:33 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Monica Badillo Started On: 10/17/2014 04:57 PM

Final Approval Date: 10/24/2014

AI-47053 **Comm. Court Executive Office 7. E.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting permission by the Edinburg Chamber of Commerce to use the county square for the Night of Lights Parade on Friday, December 5, 2014 (evening) and the 47th Annual Fiesta Edinburg Celebration on Saturday, February 28, 2015 at 10:00 a.m.

BACKGROUND

Attachments

LETTER

letter

ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 09:36 AM
Obdett Calzada	Obdett Calzada	10/24/2014 05:29 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Monica Badillo Started On: 10/20/2014

Final Approval Date: 10/24/2014

P.O. Box 85 / 602 W. University
Edinburg, TX 78540
(956) 383-4974

October 17, 2014

Honorable Judge Ramon Garcia
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Judge Garcia:

On behalf of the Edinburg Chamber of Commerce, I would like to request permission to use the county square for the Night of Lights Parade on Friday, December 5th for the disbandment of the parade. The participants will start lining up at 4:30 p.m. at the University of Texas Pan American Parking Lot C. The parade is scheduled to begin at 7:00 p.m. and end at approximately 9:00 p.m. .

Thank you in advance for your cooperation and for your continued support throughout the years. I am also attaching the certificate of liability insurance. If you have any questions, please call me at 383-4974.

Sincerely,

Letty Gonzalez
President

P.O. Box 85 / 602 W. University
Edinburg, TX 78540
(956) 383-4974

October 21, 2014

Honorable Judge Ramon Garcia
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Judge Garcia:

On behalf of the Edinburg Chamber of Commerce, I would like to request permission to use the county square for the 47th Annual Fiesta Edinburg Celebration on Saturday, February 28, 2015 at 10:00 a.m. The parade is scheduled to begin at the county square and South on Closner ending at Cats Stadium on East Palm Drive. We will begin setting up at 7:00 a.m.

Thank you in advance for your cooperation. If you have any questions, please call me at 383-4974.

Sincerely,

Letty Gonzalez
President

602 W. University Dr.
Edinburg, Tx. 78539
O. 956-383-4974
F. 956-383-6942
www.edinburg.com

EDINBURG CHAMBER OF COMMERCE

Fax

To: Monica Badillo **Fax:**

From: Patty Gonzalez **Date:**

Re: **Pages:** 2

Cc:

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Comments:

Thank you! ☺

StateFarm

Certificate of Insurance

This certifies that

- ☐ **State Farm Fire and Casualty Company,** Bloomington, Illinois
- ☐ **State Farm General Insurance Company,** Bloomington, Illinois
- ☐ **State Farm Fire and Casualty Company,** Aurora, Ontario
- ☐ **State Farm Florida Insurance Company,** Winter Haven, Florida
- ☒ **State Farm Lloyds,** Dallas, Texas

insures the following policyholder for the coverages indicated below.

Policyholder **EDINBURG CHAMBER OF COMMERCE**

Address of policyholder **602 W UNIVERSITY, EDINBURG, TX 78539**

Location of operations

Description of operations **EDINBURG CHAMBER OF COMMERCE**

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)	
90-KK-5536-8	Comprehensive Business Liability	11/17/2013	11/17/2014	BODILY INJURY AND PROPERTY DAMAGE	
This Insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☒ MED/PERSON 6,000			Each Occurrence	$ 1,000,000.00
				General Aggregate	$ 2,000,000.00
				Product - Completed Operations Aggregate	$ 2,000,000.00

Policy Number	EXCESS LIABILITY	Policy Period Effective Date	Policy Period Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	☐ Umbrella			Each Occurrence	$
	☐ Other			Aggregate	$
		Policy Period Effective Date	Policy Period Expiration Date	Part I - Workers Compensation - Statutory	
	Workers' Compensation and Employers Liability			Part II - Employers Liability	
				Each Accident	$
				Disease - Each Employee	$
				Disease - Policy Limit	$

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

ADDITIONAL INSURED

COUNTY OF HIDALGO
100 E CANO ST
EDINBURG TX 78639-4682

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative

AGENT **10/16/14**

Title Date

SAM SALDIVAR

Agent Name

Telephone Number **383-4312**

Agent's Code Stamp

Agent Code **53-8259**

AFO Code **F116**

1001260

106399.11 03-29-2013

AI-47066 **Comm. Court Executive Office 7. F.**

CC - REGULAR

Meeting Date: 10/28/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from United Services Automobile Association in the amount of $437.20 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 09/12/14 Acct #: 4-1100-360-00-000-005-0-000

Attachments

United Services Auto Assoc Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 09:06 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Aida Alvarez Started On: 10/21/2014 09:05 AM

Final Approval Date: 10/24/2014

MAIL DIRECT

03292.1L4KJ.JSS938324546.01.01.3691
HIDALGO COUNTY SAFETY DIVISION
9805 N 10TH ST
MCALLEN, TX 785049529

United Services Automobile Association
PO Box 33490
San Antonio, TX 78265

INVOICE #: USAA-09510146009603829060
USAA #: 014605109
LOSS RPT #: 14
LOSS DATE: 09/12/2014
POLICYHOLDER:
ARTURO MARTINEZ

LOB: AUT
CLAIMS REP: 04504-21
CHECK #: 0009524253
CHECK DATE: 10/16/2014

EXPLANATION OF PAYMENT	TOTAL PAYMENT AMOUNT
Payment under Property Damage Liability Coverage Hidalgo County Safety Division, 2008 FORD EXPEDITION 4D 4X4 EB Date of Loss 9/12/2014	$**437.20

18433-1013

93868-1209

PAGE OF DOCUMENT HAS A COLORED BACKGROUND. THE BACK CONTAINS AN ARTIFICIAL WATERMARK. HOLD AT ANGLE TO VIEW.

USAA®

United Services Automobile Association
PO Box 33490
San Antonio, TX 78265

51-44/119 CT

0009524253

DATE
10/16/2014

CHECK AMOUNT
$**437.20

PAY **Four Hundred Thirty-Seven and 20/100 s**

TO THE ORDER OF: HIDALGO COUNTY SAFETY DIVISION

USAA #: 014605109 / LR #: 14

NATURE OF PAYMENT:
Payment under Property Damage Liability Coverage Hidalgo County Safety Division, 2008 FORD EXPEDITION 4D 4X4 EB Date of Loss 9/12/2014
BANK OF AMERICA - HARTFORD, CT

VOID 180 DAYS FROM ISSUE DATE

AUTHORIZED SIGNATURE

⑈0009524253⑈ ⑆011900445⑆ 224001566 5⑈

COPY

MAACO COLLISION REPAIR
1500 W. POLK
PHARR, TEXAS 78577
OFFICE: 956-664-0405 FAX: 956-664-0506
TEXAS TAX ID # 1-74-2354530-4

***** PRELIMINARY ESTIMATE *****

09/25/2014 03:15 PM

Owner

Owner: HIDALGO COUNTY SHERIFF'S
Contact: RICHARD OZUNA
Address:
Work/Day: (956)393-6185

Control Information

Ins. Company: UNIT # 303

Inspection

Inspection Date: 09/25/2014 03:16 PM
Inspection Type:

Appraiser Name: DAVID I PHEANIS
Appraiser License # :
Address: 1500 W. POLK
Work/Day: (956)664-0405
FAX: (956)664-0506
City State Zip: Pharr, TX 78577
FAX:
Email: maaco1582@aol.com

Repairer

Repairer: I
Contact:
Address: 1500 W. POLK
Work/Day: (956)664-0405
City State Zip: PHARR, TX 78577
FAX: (956)664-0506
Email: maaco1582@aol.com

Vehicle

2008 Ford Expedition XLT 4 DR Wagon
8cyl Gasoline 5.4 3-valv
6-Speed Automatic

Lic Expire:
VIN: 1FMFU15568LA06013
Veh Insp# :
Mileage Type: Actual
Condition:
Code: P8523B
Ext. Refinish: Two-Stage
Int. Refinish: Two-Stage

Options

AM/FM CD Player	Alarm System	Aluminum/Alloy Wheels
Anti-Lock Brakes	Automatic Dimming Mirror	Bodyside Cladding
Camper/Towing Package	Captain Chairs (2)	Center Console
Cruise Control	Dual Air Conditioning	Dual Airbags
Fender Flares	Floor Mats	Fog Lights
Head Airbags	Heated Power Mirrors	Illuminated Visor Mirror
Intermittent Wipers	Keyless Entry Keypad	Keyless Entry System
Leather Steering Wheel	Lighted Entry System	MP3 Player

Overhead Console	Power Brakes	Power Door Locks
Power Drivers Seat	Power Steering	Power Windows
Privacy Glass	Rear Heater	Rear Seat Audio Controls
Rear Window Defroster	Rear Window Wiper/Washer	Roof/Luggage Rack
Running Boards	Side Airbags	Skid Plates
Stability Cntrl Suspensn	Tachometer	Theft Deterrent System
Tilt Steering Wheel	Tinted Glass	Tire Pressure Monitor
Traction Control System	Trailer Hitch	Trunk/Cargo Organizer
Velour/Cloth Seats		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	I	62		Mldg,Frt Bumper Cover RT	Repair				0.5*	SM
Front Bumper										
2	RI	6		Front Bumper Cover R&I	R & I Assembly				2.1	SM
3	I	6		Cvr,Front Bumper Lwr	Repair				2.0*	SM
4	L	6	13	Cvr,Front Bumper Lwr	Refinish				3.4	RF
					2.3 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
Manual Entries										
5	RI			FRONT BRUSH GUARD	R & I Assembly				1.0*	SM*
5	**Items**									

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Paint Materials					$95.20	
Parts & Material Total						$95.20
Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**		
Sheet Metal (SM)	$38.00	3.1	2.5	5.6	$212.80	
Mech/Elec (ME)	$70.00					
Frame (FR)	$50.00					
Refinish (RF)	$38.00	3.4		3.4	$129.20	
Paint Materials	$28.00					
Labor Total				9.0 Hours		$342.00
Gross Total						**$437.20**
Net Total						**$437.20**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 78577 Audatex Host

Audatex Estimating 7.0.334 ES 09/25/2014 03:18 PM REL 7.0.334 DT 09/01/2014

AI-47174 **Comm. Court Executive Office 7. G.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Amendment to Amended and Restated Interlocal Cooperation Agreement between Hidalgo County and Drainage District #1

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Monica Badillo Started On: 10/24/2014 05:41 PM

Final Approval Date: 10/24/2014

AI-46879 **Constables 8. A.**

CC - REGULAR

Meeting Date: 10/28/2014

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

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
1. Approval to authorize the Hidalgo County Constables Pct. 1 Office to continue participation in the Texas 1033 Surplus Property Program.
2. Authorization for the County Judge, as authorized official, to sign the required documents.

BACKGROUND

Attachments

Renewal Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 10:50 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Joe Espinoza Started On: 10/08/2014 12:36 PM

Final Approval Date: 10/24/2014

AI-46996 **Constables 8. B.**

CC - REGULAR

Meeting Date: 10/28/2014

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. 4- Investigation HB65 (1231):
1. Approval of certification of revenues, as certified by the County Auditor, for auction proceeds generated from the sale of confiscated vehicles.
2. Approval of 2014 appropriation of funds in the amount of $12,700.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1231-421-00-294-003-0-611

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

BUDGETARY IMPACT:

FUNDS AVAILABLE FOR APPROPRIATION IN ACCOUNT 4-1231-392-10-000-000-0-000 CONST PCT4 CCP59-SALE OF CAPITAL ASSETS AS OF 09/30/14.

SEE ATTACHED BACKUP DOCUMENTS.

Date of Auction: 04/09/14

Attachments

appropriation
MEMO- REQUEST FOR C.O.R
backup documents

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	10/15/2014 10:49 AM
Budget & Management	Veronica Ortiz	10/15/2014 02:23 PM
Manuel Chapa	Manuel Chapa	10/21/2014 02:39 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Rosie Cantu Started On: 10/14/2014

Final Approval Date: 10/24/2014

DATE: October 14, 2014

2014
Appropriation
AI-46996

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Constable Precinct No. 4

ACCOUNT NUMBER: 4-1231-421-00-294-003-0-XXX INVESTIG HB6

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
4-1231-421-00-294-003-0- 611	CONST PCT4 INVESTIG HB65-	POLICE SUPPLIES	12,700.00
4-1231-392-10-000-000-0- 000	*CONST PCT4 CCP59-*	*SALE OF CAPITAL ASSETS*	*12,700.00*
		TOTAL BUDGET INCREASE (DECREASE)	**12,700.00**

REASON: To appropriate funds from auction proceedsgenerated from the sale of confiscated vehicles.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY texas
DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 ▪ Fax: (956) 292-7035
www.co.hidalgo.tx.us/budget

Memorandum

To: Raymundo Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer

Date: Tuesday, October 14, 2014

Subject: Certification of Revenues- Constable Precinct No. 4 (CCP59)

Cc: Linda Fong, 1st Assistant Auditor
Becky Luna, Director of Accounting Division
Alvaro Chuc, Financial Accounting Supervisor
Dina Treviño, Assistant Budget Officer

On behalf of the Constable Precinct No. 4, please let this memorandum serve as formal request for the Certification of Revenues in the amount of $12,700. These revenues are proceeds from the sale of assets (seized vehicles) and which are currently recorded in account no. 4-1231-392-10-000-000-0-000 Const Pct4 CCP59-Sale of Capital Assets.

Additionally, be advised that the appropriation of these revenues will be presented to Commissioners Court for approval on 10/28/14 (AI- 46996).

Thank you for your attention on this matter. If you should have any questions, please do not hesitate to contact me at (956) 292-7025 ext. 5424.

JOURNAL ENTRY

JE- 144300

PREPARED BY: Sandra E. Flores DATE: 9/17/2014 DUPLICATE

APPROVED BY: DATE: 9/30/14

	Account Name		Account Number	Debit	Credit
1	GEN FD-UNDIST RECPT-COUNTY TREASURER		4-1100-227-30-000-021-0-000	25,400.00	
1	DUE FROM/TO CONST PCT4 INVESTIG HB65		4-1100-130-01-000-231-0-000		25,400.00
1	DUE FROM/TO GENERAL FUND		4-1231-130-01-000-100-0-000	25,400.00	
1	CONST PCT4 INVESTIG HB65-OTHER SERVICES	new	4-1231-421-00-294-003-0-350	3,965.00	
1	CONST PCT4 CCP59-SALE OF CAPITAL ASSETS		4-1231-392-10-000-000-0-000		29,365.00
2	CONST PCT4 CCP59-SALE OF CAPITAL ASSETS		4-1231-392-10-000-000-0-000	12,700.00	
2	DUE FROM/TO DA CCP59		4-1231-130-01-000-223-0-000		12,700.00
2	DUE FROM/TO CONST PCT4 CCP59		4-1223-130-01-000-231-0-000	12,700.00	
2	DA CCP59-SALE OF CAPITAL ASSETS		4-1223-392-10-000-000-0-000		12,700.00
	TOTALS:			$ 80,165.00	$ 80,165.00

COMMENTS:

1 Reclassify A174754 4/29/14-auction proceeds 04/09/14 for Fund 1231

2 Transfer 50% of the proceeds of assets auctioned according to Local Agreement between Constable Pct 4 & DA Office.

1 RCL A174754 4/9/14 AUCTN PROCEEDS F1231

2 RCL 50%4/9/14 AUCTN PRCDS PER ILA 2F1223

9/14

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

(14443001)

Receipt No: 174754

Received From: PURCHASING AUCTION PROCEEDS 04/29/14 Date 04/29/14

1	6443	04/2014 ONLINE & SIMULCAST AUCTION	4-1100-227-30-000-021-0-000	8,200.00
2	6435	04/2014 ONLINE & SIMULCAST AUCTION	4-1100-227-30-000-021-0-000	157,921.00

Total: 166,121.00

Check Total	166,121.00
Cash Total	.00
Credit Total	.00
Other Total	.00

FUND 1231

Admin Fee

0.*
95.00+
95.00+
95.00+
95.00+
95.00+
95.00+
95.00+
95.00+
95.00+
95.00+
95.00+
95.00+
95.00+
1,425.00◇ ✓

RRE Auction Portion

740.00+
240.00+
160.00+
200.00+
70.00+
70.00+
130.00+
80.00+
160.00+
160.00+
50.00+
110.00+
100.00+
110.00+
160.00+
3,965.00* Total fees

0.*
8,235.00+
2,735.00+
1,855.00+
2,295.00+
865.00+
865.00+
1,525.00+
975.00+
1,855.00+
1,855.00+
645.00+
1,305.00+
1,195.00+
1,305.00+
1,855.00+ ✓
29,365.00◇ Gross
3,965.00- Fees
25,400.00* Net

0.*
7,400.00+
2,400.00+
1,600.00+
2,000.00+
700.00+
700.00+
1,300.00+
800.00+
1,600.00+
1,600.00+
500.00+
1,100.00÷
1,000.00+
1,100.00+
1,600.00+
25,400.00* Net Proceeds

Auction Report
April 09, 2014

	Capital	TF	Asset	Asset	Serial	From	Status	Fund	Hist	Gross	Prep	Net	Lot	Bid
Qty	Assets	#	No	Description	No	Dpt	Code	No.	Cost	Proceeds	Cost	Proceeds	No	No
1	-	2014-002	C-2032-13-A	2004 Silver Cadillac Escalade	3GYEKN44G209006	294	-	1231	-	$ 7,400.00	$ -	$ 7,400.00	501	23
1	-	2014-002	C-2074-13-J	2000 Blue Cadillac Deville	1G6KD54Y8YU339865	294	-	1231	-	$ 2,000.00	$ -	$ 2,000.00	504	21
1	-	2014-002	C-2074-13-J	2001 White Chevy Suburban	3GNEC16T81G287130	294	-	1231	-	$ 1,600.00	$ -	$ 1,600.00	503	59
1	-	2014-059	C-3042-12-I	1998 Ford Expedition	1FMRU18W4WLC42853	294	-	1231	-	$ 700.00	$ -	$ 700.00	506	83
1	-	2014-059	C-2952-12-B	1991 Chevy Truck	1GCDC14Z7MZ159638	294	-	1231	-	$ 800.00	$ -	$ 800.00	509	37
1	-	2014-059	C-3209-12-G	1994 Chevy Truck	1GCHK39F3RE216320	294	-	1231	-	$ 1,600.00	$ -	$ 1,600.00	512	61
1	-	2014-059	C-0728-13-B	2002 Chevy Truck	1GCGC13U82F227561	294	-	1231	-	$ 1,600.00	$ -	$ 1,600.00	520	31
1	-	2014-059	C-3876-12-G	1997 Dodge 1500 Truck	1B7HF13Z8VJ625314	294	-	1231	-	$ 1,300.00	$ -	$ 1,300.00	507	61
1	-	2014-059	C-3876-12-G	1997 GMC Truck	1GTEC19R3VE508929	294	-	1231	-	$ 1,600.00	$ -	$ 1,600.00	511	61
1	-	2014-059	C-4091-12-B	2010 Home Made Trailer	DN#10830741141092009	294	-	1231	-	$ 500.00	$ -	$ 500.00	515	23
1	-	2014-059	C-2792-12-H	1999 Ford E350 Van	1FBNE31L8XHC14154	294	-	1231	-	$ 1,100.00	$ -	$ 1,100.00	518	11
1	-	2014-059	C-0742-13-E	1999 Chevy Silverado Truck	2GCEK19T9X1175123	294	-	1231	-	$ 2,400.00	$ -	$ 2,400.00	502	22
1	-	2014-060	C-2454-13-G	1996 Chevy Dully Truck	1GCHC39J6TE179417	294	-	1231	-	$ 1,100.00	$ -	$ 1,100.00	516	WEB
1	-	2014-060	C-1686-13-G	2000 Ford Focus Red	1FAFP3431YW293417	294	-	1231	-	$ 700.00	$ -	$ 700.00	505	85
1	-	2014-060	C-2458-13-C	1998 Chevy C15 Truck	IGCEK19R6WE108934	294	-	1231	-	$ 1,000.00	$ -	$ 1,000.00	517	43
15	0	Total	Constable Pct 4					1231	$ -	$ 25,400.00	$ -	$ 25,400.00		

Post Sale Agency Report - HIDALGO COUNTY PURCHASING DEPT
RRE MCALLEN **4/9/2014**

VIN	Year	Make	Model	Lot	Winning Bid	Admin Fee	Collected	RRE %	RRE Auction Portion	Deductions	Total Remitted
N/A		GENERAL PROPERTY	CHAIRS	1	$50	$25	$80	10%	$5	$0	$50
N/A		GENERAL PROPERTY	OFFICE EQUIP	2	$150	$25	$190	10%	$15	$0	$150
N/A		GENERAL PROPERTY	OFFICE EQUIP	3	$50	$25	$80	10%	$5	$0	$50
N/A		GENERAL PROPERTY	OFFICE EQUIP	5	$100	$25	$135	10%	$10	$0	$100
N/A		GENERAL PROPERTY	OFFICE EQUIP	6	$100	$25	$135	10%	$10	$0	$100
3GYEK62N44G209006	2004	CADILLAC	ESCALADE EXT	501	$7,400	$95	$8,235	10%	$740	$0	$7,400
2GCEK19T9X1175123	1999	CHEVROLET	SILVERADO 1500	502	$2,400	$95	$2,735	10%	$240	$0	$2,400
3GNEC16T81G287130	2001	CHEVROLET	SUBURBAN	503	$1,600	$95	$1,855	10%	$160	$0	$1,600
1G6KD54Y8YU339865	2000	CADILLAC	DEVILLE	504	$2,000	$95	$2,295	10%	$200	$0	$2,000
1FAFP3431YW293417	2000	FORD	FOCUS	505	$700	$95	$865	10%	$70	$0	$700
1FMRU18W4WLC42853	1998	FORD	EXPEDITION	506	$700	$95	$865	10%	$70	$0	$700
1B7HF13Z8VJ625314	1997	DODGE	RAM 1500	507	$1,300	$95	$1,525	10%	$130	$0	$1,300
1GCDC14Z7MZ159638	1991	CHEVROLET	SILVERADO	509	$800	$95	$975	10%	$80	$0	$800
1GTEC19R3VE508929	1997	GMC	SIERRA 1500	511	$1,600	$95	$1,855	10%	$160	$0	$1,600
1GCHK39F3RE216320	1994	CHEVROLET	C 3500	512	$1,600	$95	$1,855	10%	$160	$0	$1,600
		HOMEMADE	TRAILER	515	$500	$95	$645	10%	$50	$0	$500
1GCHC39J6TE179417	1996	CHEVROLET	3500	516	$1,100	$95	$1,305	10%	$110	$0	$1,100
1GCEK19R6WE108934	1998	CHEVROLET	C-1500	517	$1,000	$95	$1,195	10%	$100	$0	$1,000
1FBNE31L8XHC14154	1999	FORD	E350	518	$1,100	$95	$1,305	10%	$110	$0	$1,100
1FAFP53U7YG148687	2000	FORD	TAURUS	519	$700	$95	$865	10%	$70	$0	$700
	2002	CHEVROLET	SILVERADO 1500	520	$1,600	$95	$1,855	10%	$160	$0	$1,600
1J8GN28K18W215454	2008	JEEP	LIBERTY	521	$7,700	$95	$8,565	10%	$770	$0	$7,700
	2006	JEEP	GRAND CHEROKEE	522	$5,600	$95	$6,255	10%	$560	$0	$5,600
2GCEC19K5P1107020	1993	CHEVROLET	SILVERADO	523	$600	$95	$755	10%	$60	$0	$600
1GKEK13R9VJ740295	1997	GMC	YUKON	524	$1,100	$95	$1,305	10%	$110	$0	$1,100
2GTEC19R1W1508317	1998	GMC	SIERRA	525	$800	$95	$975	10%	$80	$0	$800
1B3ES56C24D601344	2004	DODGE	NEON	526	$1,600	$95	$1,855	10%	$160	$0	$1,600
2FAFP71W3YX113655	2000	FORD	CROWN VICTORIA	527	$200	$95	$315	10%	$20	$0	$200
2GCEC19T3X1210221	1999	CHEVROLET	SILVERADO	528	$2,200	$95	$2,515	10%	$220	$0	$2,200
1B7HF13Y9VJ547276	1997	DODGE	RAM1500	529	$500	$95	$645	10%	$50	$0	$500
1FUJA6CK75LN39666	2005	FREIGHTLINER	COLUMBIA	531	$16,900	$95	$18,685	10%	$1,690	$0	$16,900
1TDL503295B086556	1995	TIMPTE	TRAILER	532	$5,000	$95	$5,595	10%	$500	$0	$5,000
1DTV61524XA268176	1999	DORSEY	TRAILER	533	$6,900	$95	$7,685	10%	$690	$170	$6,730
1UYVS2531XU836306	1999	UTILITY	REEFER	534	$6,300	$95	$7,025	10%	$630	$340	$5,960
1UYVS2532RU053126	1994	UTILITY	REEFER	535	$5,100	$95	$5,705	10%	$510	$340	$4,760
104904		VIKING	VDF-12-BL-18	537	$3,500	$95	$3,945	10%	$350	$0	$3,500
381499T		JOHN DEERE	TRACTOR	538	$5,100	$95	$5,705	10%	$510	$0	$5,100
89C00466	1998	FIAT	HITACHI FG105AB	539	$18,100	$95	$20,005	10%	$1,810	$0	$18,100
32061		HYSTER	ROLLER	540	$1,200	$95	$1,415	10%	$120	$0	$1,200
DHKHEXD0L50030026	2007	TEREX	EXCAVATOR	541	$31,000	$95	$34,195	10%	$3,100	$0	$31,000
172RG1164	1984	CESSNA	172RG	542	$21,200	$95	$23,415	10%	$2,120	$179	$21,021
					$167,150	$3,545	$187,410		$16,715	$1,029	$166,121

Winning Bids	Admin Fee	Collected	RRE Auction Portion	Deductions	Total Remitted
$167,150	$3,545	$187,410	$16,715	$1,029	$166,121

187,410.00+
16,715.00-
3,545.00-
1,029.00-
-002
166,121.00*

RECEIVED
JUN 26 2014
By

April 09, 2014 Auction

Department/Fund Reference	Number of Assets Sold	Page No.	Fund No.	Hist Cost	Gross	Prep Costs	Auction Net Proceeds
GENERAL FUNDS	31	1-46	1100	$ 152,856.34	$ 4,006.84	$ -	$ 4,006.84
COMMISSIONER PRECINCT 1	1	47	1201	$ 2,371.00	$ 0.82	$ -	$ 0.82
COMMISSIONER PRECINCT 2	3	48	1202	$ 155,854.82	$ 24,400.00	$ -	$ 24,400.00
COMMISSIONER PRECINCT 4	1	49	1204	$ 1,316.49	$ 0.82	$ -	$ 0.82
CONSTABLE PRECINCT 3	0	50	1230	$ -	$ 6,100.00	$ -	$ 6,100.00
CONSTABLE PRECINCT 4	0	51	1231	$ -	$ 25,400.00	$ -	$ 25,400.00
COUNTY CLERK	5	52	1238	$ 14,466.60	$ 8.08	$ -	$ 8.08
INFORMATION TECHNOLOGY	1	53	1242	$ 1,447.30	$ 0.82	$ -	$ 0.82
Tax Assesor & Collection	0	54	1246	$ -	$ 0.82	$ -	$ 0.82
LAW LIBRARY	2	55	1247	$ 2,485.00	$ 1.64	$ -	$ 1.64
HIDTA	0	56	1251	$ -	$ 106,306.25	$ 1,029.00	$ 105,277.25
HIDTA	5	57	1253	$ 5,321.57	$ 893.75	$ -	$ 893.75
HEALTH DEPARTMENT	0	58	1280	$ -	$ 0.57	$ -	$ 0.57
PUBLIC DEFENDER	1	59	1282	$ 1,819.63	$ 0.82	$ -	$ 0.82
CONSTABLE PRECINCT 3	1	60	1283	$ 1,746.10	$ 0.82	$ -	$ 0.82
WIC	0	61	1292	$ -	$ 13.04	$ -	$ 13.04
ADULT PROBATION	5	62	1297	$ 37,326.55	$ 4.06	$ -	$ 4.06
ADULT PROBATION	0	62	1297	$ -	$ 7.57	$ -	$ 7.57
COUNTY AUDITOR	1	63	1331	$ 1,909.00	$ 0.82	$ -	$ 0.82
PURCHASING	1	64	1332	$ 2,713.75	$ 0.82	$ -	$ 0.82
BUDGET AND MANAGEMENT	0	65	2201	$ -	$ 0.82	$ -	$ 0.82
BUDGET AND MANAGEMENT	1	66	2202	$ 1,250.00	$ 0.82	$ -	$ 0.82
Total Assets Sold	**59**						
SUMMARY BY FUND TOTALS				**$ 382,884.15**	**$ 167,150.00**	**$ 1,029.00**	**$ 166,121.00**

Prepared By: Rogelio Garcia- Surplus Specialist II

Reviewed By: Juan M. Alvarado - Assistant Fixed Asset Manager

Reviewed By: Agueda "Aggie" Garcia - Fixed Asset Manager

Approved By: Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent

Date:

PURCHASING DEPARTMENT
County Of Hidalgo

RECEIVED
HIDALGO COUNTY, TX.
2014 APR 29 PM 2 05

Auction Proceeds Memorandum

Date: **April 29, 2014**

To: Honorable Norma Garcia, Hidalgo County Treasurer

From: **Martha L. Salazar, CPPB,** Hidalgo County Purchasing Agent

REF: **April 9, 2014 Auction Check**

Attached please find **Check # 6443 Check # 6435** from ROD ROBERTSON ENTERPRISES, INC. for the proceeds from the online & Simulcast auction held on April 9, 2014.

Total Amount: **$ 166,121.00**

The proceeds from this auction are to be temporarily deposited in **Account # 4-1100-227-30-000-021-0-000.**

After review of the auction report, an update will be delivered for further distribution into the appropriate fund accounts.

Should additional information be required please call Ms Agueda "Aggie" Garcia Fixed Asset Manager at (956) 318-2626 ext 4873 or Rogelio Garcia, Surplus Specialist II at extension 4876.

Attachment

Cc: Mr. Raymundo Eufracio, CPA, Hidalgo County Auditor,
Ms. Becky Luna, Director of Accounting, County Auditor's Office

LOCAL AGREEMENT

State of Texas
County of Hidalgo

THIS LOCAL AGREEMENT is made and entered into by and between the HIDALGO COUNTY CONSTABLE, PRECINT 4 located in Hidalgo County, Texas; hereinafter called "LAW ENFORCEMENT AGENCY", and the CRIMINAL DISTRICT ATTORNEY of Hidalgo County, Texas; hereinafter called "STATE'S ATTORNEY". This local agreement supersedes all other local agreements and shall apply to all pending forfeiture cases filed after October 18, 1989.

I. Parties heretofore mentioned desire to enter into an agreement to dispose of forfeited "Contraband" pursuant to Chapter 59 of the Texas Code of Criminal Procedure;

II. All property found to be "Contraband" pursuant to Article 59.01 of the Texas Code of Criminal Procedure, with the STATE'S ATTORNEY representing the state as agent for the state, shall be subject to this local agreement;

III. The STATE'S ATTORNEY represents the State of Texas regarding forfeiture of Contraband seized pursuant to Chapter 59 of the Texas Code of Criminal Procedure and;

IV. Article 59.06, Texas Code of Criminal Procedure, mandates that a local agreement may be reached between the STATE'S ATTORNEY and the LAW ENFORCEMENT AGENCY to effect the disposition of contraband forfeited to the State.

THEREFORE, this LOCAL AGREEMENT is hereby made and entered into by the LAW ENFORCEMENT AGENCY and the STATE'S ATTORNEY for the mutual considerations stated herein.

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In consideration for the services associated with forfeitures of contraband, the law enforcement agency agrees to pay all court costs, attorney ad-litem fees, depositions, title searches, title policies, confidential informants, and all cost in the forfeiture of:

1. REAL ESTATE, upon sale of real estate all costs are to be paid from the final sum received, with the remaining amount to be paid according to the percentage in category 3.

2. PERSONAL PROPERTY, including but not limited to vehicles, weapons, car phones, beepers etc., all personal property to be forfeited to the LAW ENFORCEMENT AGENCY and the STATE'S ATTORNEY pursuant to this LOCAL AGREEMENT. Said property may be used by the LAW ENFORCEMENT AGENCY for law enforcement purposes pursuant to Article 59.06(b), Texas Code of Criminal Procedure, but in the event the property is not so utilized, said personal property is to be sold and proceeds from the sale of said property are to be divided as follows:

   50% to the LAW ENFORCEMENT AGENCY and 50% to the STATE'S ATTORNEY, except for vehicles to be used for law enforcement purposes. With respect to vehicles to be used for law enforcement purposes, the LAW ENFORCEMENT AGENCY shall obtain title to said vehicles and will be solely responsible for its use and upkeep. The STATE'S ATTORNEY will retain no interest in said vehicles used for law enforcement purposes and the LAW ENFORCEMENT AGENCY shall be solely responsible and liable for said vehicles.

   The parties further agree that all seized vehicles not used for law enforcement purposes are to be sold and the proceeds disbursed as stated above.

XH H1

All property seized, except for currency, bank accounts, negotiable instruments, and jewelry shall be kept in the possession of the LAW ENFORCEMENT AGENCY. The LAW ENFORCEMENT AGENCY shall be responsible for the upkeep and maintenance of said property and the STATE'S ATTORNEY is completely absolved form any and all liability.

The parties further agree that the LAW ENFORCEMENT AGENCY will account for all seized property in its possession until such time as there is a final disposition via court order.

Currency, bank accounts, negotiable instruments and jewelry shall be held and maintained by the STATE'S ATTORNEY pending final disposition via court order. However, the parties agree that the STATE'S ATTORNEY may exercise discretion and allow the LAW ENFORCEMENT AGENCY to maintain physical possession of currency, bank account, negotiable instruments and jewelry where feasible.

All other personal property, not suitable for nor desired for use pursuant to Article 59.06(b), Texas Code of Criminal Procedure, shall be forfeited to the STATE'S ATTORNEY, as agent for the State of Texas, and be sold at public auction. The net proceeds of said sale, after deduction of sales expense, shall be disbursed as follows:

50% to the LAW ENFORCEMENT AGENCY, and

50% to the STATE'S ATTORNEY.

For purposes of definition, "Personal Property" includes but is not limited to vehicles of all types, weapons, cellular phones, jewelry, beepers, gold and other precious metals and tangible objects of value. The LAW ENFORCEMENT AGENCY and the STATE'S ATTORNEY reserve the right to negotiate individual agreements on a case-by-case basis to satisfy

XH. H2

special requirements; however, if an agreement cannot be reached, this Local Agreement shall be binding.

3. CURRENCY, BANKING ACCOUNTS and NEGOTIALBLE INSTRUMENTS, upon being awarded to the State via court order, are to be disbursed and dived as follows, after the payment of costs;

Amount	Law Enforcement Agency	State's Attorney
Over $100,000	65%	35%
Over $50,000 to $100,000	60%	40%
$50,000 and less	50%	50%

JEWELRY, will be sold and its proceeds divided as follows:

50% to the LAW ENFORCEMENT AGENCY and 50% to the STATE'S ATTORNEY, after costs have been paid.

The STATE'S ATTORNEY agrees that remaining contraband, after retention of the above stated portion for the STATE'S ATTORNEY, shall be retained by the LAW ENFORCEMENT AGENCY for law enforcement purposes.

The LAW ENFORCEMENT AGENCY and the STATE'S ATTORNEY agree that all costs involved in the forfeiture of the above mentioned money and property shall be paid first and the remaining sum be divided and disbursed according to the provisions contained in this agreement. The parties further agree that percentages will be determined prior to payment of cost.

XH.H3

~~The parties further agree that 10 percent (10%0 of the net forfeited currency over $2,000 shall be paid to Hidalgo County to be used for the prevention of drug abuse and for treatment of persons with drug-related problems. The net forfeited amount is to be determined after all costs, including attorney ad-litem fees, have been paid.~~

This agreement shall apply to money or property seized by the LAW ENFORCEMENT AGENCY on or after October 18, 1989. Money and property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken.

Proceeds from the sale of real, personal, tangible or intangible property shall be apportioned within thirty (30) days of said sale, or pursuant to any other agreements reached between the parties. Distribution to each party shall be made according to this Local Agreement and Article 59.06(a), Texas Code of Criminal Procedure.

All interest accumulated from any seized contraband shall be paid to the STATE'S ATTORNEY to be used for the same purpose as it's share of principal pursuant to this Local Agreement. In consideration, the STATE'S ATTORNEY agrees to give the LAW ENFORCEMENT AGENCY any and all interest it has in seized vehicles that are to be used for law enforcement purposes.

The term of this Local Agreement shall be for a period of one (1) year from the date of signature. This Local Agreement shall automatically renew on a yearly basis after the initial one year term. This Local Agreement may be terminated by either party upon thirty (30) days prior written notice of thereof to the other of its intention to terminate upon date specified in such notice. Any pending forfeitures under this Local

XH Hy

Agreement filed prior to the termination date shall not be affected by such notice.

Any notice, payment, statement or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

The LAW ENFORCEMENT AGENCY agrees to return all money, real, personal, tangible or intangible property or proceeds therefrom, if a bill of review is successfully taken against the State.

The LAW ENFORCEMENT AGENCY further agrees to pay all cost incurred if the forfeiture action does not result in the property being found to be contraband.

Signed this 27 day of August, 2010

Rene Guerra
Criminal District Attorney
Hidalgo County, Texas

Eddie Guerra
Constable, Precinct 4
Hidalgo County, Texas

X 4.15

AI-47058 **Human Resources 9. A.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Valde Guerra **Submitted By:** Obdett Calzada, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

Border Colonia Access Program (1200):
1. Approval to delete the following vacant full time positions:

Action	Dept/Program	Slot No.	Position Title	Current Budgeted Amount
DELETE	125-028	0002	Administrative Assistant IV	$39,952.00
DELETE	125-028	0003	Colonia Access PRGM COORD	$41,897.00
DELETE	125-028	0004	Colonia Access PRGM COORD	$35,391.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-125-028-0-xxx

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

fiscal
PARs
salary sch

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 09:24 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Obdett Calzada Started On: 10/20/2014 04:17 PM

Final Approval Date: 10/24/2014

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, October 28, 2014**

Agenda Item: **47058**

Summary of request/proposal:
BORDER COLONIA ACCESS PROGRAM (1200)-
APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITIONS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	ADMINISTRATIVE ASSISTANT IV	0002	113	39,952.00	0.00	(39,952.00)
1200	COLONIA ACCESS PRGM COORD	0003	113	41,897.00	0.00	(41,897.00)
1200	COLONIA ACCESS PRGM COORD	0004	113	35,391.00	0.00	(35,391.00)
				117,240.00	0.00	(117,240.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1200-431-00-125-028-0	113	BCAP	REGULAR FULL TIME	($21,112.18)
4-1200-431-00-125-028-0	211	BCAP	HEALTH INSURANCE	($3,040.41)
4-1200-431-00-125-028-0	212	BCAP	LIFE INSURANCE	($20.29)
4-1200-431-00-125-028-0	220	BCAP	FICA	($1,615.08)
4-1200-431-00-125-028-0	230	BCAP	RETIREMENT	($2,299.12)
4-1200-431-00-125-028-0	250	BCAP	UNEMPLOYMENT COMP	($120.34)
4-1200-431-00-125-028-0	260	BCAP	WORKER'S COMP	($35.89)
			2014 Budgetary Impact	($28,243.31)

2015 Budgetary Impact: ($156,840.56)

Possible Funding Sources: **COST SAVINGS.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
OCT 27 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: BORDER COLONIA ACCESS PROG (125-028) DATE: 10/28/2014

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT IV CURRENT SLOT #: 0002

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 39,952.00	$ 0.00	$ (39,952.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other COST SAVINGS.

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

POSITION NO LONGER NEEDED, POSITION DOES NOT EXIST IN THE 2015 SALARY SCHEDULE.

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

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	10/24/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	10.27.14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	OCT 27 2014 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
OCT 27 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: BORDER COLONIA ACCESS PROG (125-028) DATE: 10/28/2014

CURRENT POSITION TITLE: COLONIA ACCESS PRGM COORD CURRENT SLOT #: 0003

REQUESTED POSITION TITLE:

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 41,897.00	$ 0.00	$ (41,897.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☒ Other COST SAVINGS.

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

POSITION NO LONGER NEEDED, POSITION DOES NOT EXIST IN THE 2015 SALARY SCHEDULE.

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

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	10/24/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	Esthela A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	10.27.14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	OCT 2 7 2014 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 27 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: BORDER COLONIA ACCESS PROG (125-028) DATE: 10/28/2014

CURRENT POSITION TITLE: COLONIA ACCESS PRGM COORD CURRENT SLOT #: 0004

REQUESTED POSITION TITLE:

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount:

$ 35,391.00	$ 0.00	$ (35,391.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other COST SAVINGS.

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

POSITION NO LONGER NEEDED, POSITION DOES NOT EXIST IN THE 2015 SALARY SCHEDULE.

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

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	10/24/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑	YES	☐ NO
2.	Esther A. Cortez Sylvia Rios HUMAN RESOURCES DIRECTOR	10.27.14 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	OCT 2 7 2014 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1200-431-00-125-028-0

AI - 47058

BORDER COLONIA ACCESS PROG

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	
0001	112	BORDER COLONIA ACS PRGM DIRECTOR	$68,948.00	$0.00	$68,948.00	0	$0.00	$0.00	$68,948.00	$68,948.00	$660.00	$0.00	$0.00	$0.00	$0.00	$69,608.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITIONS:														
~~0002~~	~~113~~	~~ADMINISTRATIVE ASSISTANT IV~~	~~$39,952.00~~	~~$0.00~~	~~$39,952.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$39,952.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~0003~~	~~113~~	~~COLONIA ACS PRGM CRD~~	~~$41,897.00~~	~~$0.00~~	~~$41,897.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$41,897.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
~~0004~~	~~113~~	~~COLONIA ACS PRGM CRD~~	~~$35,391.00~~	~~$0.00~~	~~$35,391.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$35,391.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
A005	113	ACCOUNTS PAYABLE CLERK	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,500.00	$0.00	$0.00	$3,500.00
			$68,948.00	$0.00	$68,948.00		$0.00	$0.00	$68,948.00	$68,948.00	$660.00	$0.00	$3,500.00	$0.00	$0.00	$73,108.00

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

AI-47002 **Human Resources 9. B.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Sheriff's Office **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Sheriff's Office (1100):
1. Approval of the following personnel actions, effective next full pay period, 11/03/2014:

Action	*Slot No.*	*Position Title*	*Budgeted Allowance Amount*
Delete Clothing Allowance	0024	Sergeant (Step I)	$500.00
Delete Clothing Allowance	0049	(Sr) Deputy Sheriff (Step III)	$500.00
Delete Clothing Allowance	0171	(Sr) Deputy Sheriff (Step III)	$500.00
Delete Clothing Allowance	0197	Deputy Sheriff	$500.00
Delete Clothing Allowance	0334	Deputy Sheriff	$500.00
Add Clothing Allowance	0011	Lieutenant (Step III)	$500.00
Add Clothing Allowance	0015	Lieutenant (Step II)	$500.00
Add Clothing Allowance	0046	Deputy Sheriff (Step II)	$500.00
Add Clothing Allowance	0081	Deputy Sheriff (Step II)	$500.00
Add Clothing Allowance	0400	Sergeant (Step III)	$500.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4- 1100-421-00-280-001-0-119

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT.

Attachments

SALARY SCHEDULE
FISCAL NOTE
JOB DESCRIPTIONS
PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2014 03:30 PM
Rosalinda Cantu	Debbie Tamez	10/17/2014 11:31 AM
Human Resources	Diana Munoz	10/17/2014 03:27 PM

Rosalinda Cantu	Rosie Cantu	10/24/2014 02:22 PM
Obdett Calzada	Obdett Calzada	10/24/2014 05:29 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Diana Munoz Started On: 10/15/2014 10:57 AM

Final Approval Date: 10/24/2014

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-421-00-280-001-0

AI - 47002

SHERIFF

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	
0001	111	COUNTY SHERIFF	$140,595.00	$0.00	$140,595.00	0	$0.00	$0.00	$140,595.00	$140,595.00	$0.00	$0.00	$3,300.00	$0.00	$500.00	$144,395.00
0003	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$77,250.00	$480.00	$0.00	$3,600.00	$0.00	$500.00	$81,830.00
0004	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$77,250.00	$0.00	$0.00	$1,800.00	$0.00	$500.00	$79,550.00
0005	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,500.00	$0.00	$1,800.00	$0.00	$500.00	$70,750.00
0006	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,500.00	$0.00	$1,800.00	$0.00	$500.00	$70,750.00
0007	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,140.00	$0.00	$1,200.00	$0.00	$500.00	$69,790.00
0008	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$71,590.00
0010	113	LIEUTENANT STEP IV	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$57,759.00	$1,500.00	$0.00	$3,300.00	$0.00	$0.00	$62,559.00
		APPROVAL TO ADD CLOTHING ALLOWANCE:													**$500.00**	
0011	**113**	**LIEUTENANT STEP III**	**$57,759.00**	**$0.00**	**$57,759.00**	**0**	**$0.00**	**$0.00**	**$57,759.00**	**$55,805.00**	**$1,140.00**	**$0.00**	**$1,800.00**	**$0.00**	**~~$0.00~~**	**$59,245.00**
0012	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$55,805.00	$1,140.00	$0.00	$3,000.00	$0.00	$500.00	$60,445.00
0013	113	LIEUTENANT STEP II	$53,918.00	$0.00	$53,918.00	0	$0.00	$0.00	$53,918.00	$53,918.00	$900.00	$0.00	$3,000.00	$0.00	$500.00	$58,318.00
0014	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$55,805.00	$1,440.00	$0.00	$1,800.00	$0.00	$0.00	$59,045.00
		APPROVAL TO ADD CLOTHING ALLOWANCE:													**$500.00**	
0015	**113**	**LIEUTENANT STEP II**	**$55,805.00**	**$0.00**	**$55,805.00**	**0**	**$0.00**	**$0.00**	**$55,805.00**	**$53,918.00**	**$1,080.00**	**$0.00**	**$1,800.00**	**$0.00**	**~~$0.00~~**	**$57,298.00**
0016	113	INFORMATION TECHNOLOGY MANAGER	$56,162.00	$0.00	$56,162.00	0	$0.00	$0.00	$56,162.00	$56,162.00	$0.00	$0.00	$0.00	$0.00	$500.00	$56,662.00
0018	113	LIEUTENANT STEP III	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$55,805.00	$900.00	$0.00	$1,800.00	$0.00	$0.00	$58,505.00
0019	113	LIEUTENANT STEP II	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$53,918.00	$1,440.00	$0.00	$1,800.00	$0.00	$0.00	$57,158.00
0020	113	LIEUTENANT STEP IV	$57,759.00	$0.00	$57,759.00	0	$0.00	$0.00	$57,759.00	$57,759.00	$1,140.00	$0.00	$1,800.00	$0.00	$500.00	$61,199.00
0021	113	ACCOUNTANT III	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
0022	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$900.00	$0.00	$1,200.00	$0.00	$500.00	$53,333.00
0023	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$1,140.00	$0.00	$1,200.00	$0.00	$500.00	$51,857.00
		APPROVAL TO DELETE CLOTHING ALLOWANCE													**$0.00**	
0024	**113**	**SERGEANT STEP I**	**$49,017.00**	**$0.00**	**$49,017.00**	**0**	**$0.00**	**$0.00**	**$49,017.00**	**$47,359.00**	**$600.00**	**$0.00**	**$0.00**	**$0.00**	**~~$500.00~~**	**$47,959.00**
0025	113	SERGEANT STEP I	$52,508.00	$0.00	$52,508.00	0	$0.00	$0.00	$52,508.00	$47,359.00	$360.00	$0.00	$0.00	$0.00	$0.00	$47,719.00
0026	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$480.00	$0.00	$1,200.00	$0.00	$0.00	$50,697.00
0027	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$50,817.00
0028	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$660.00	$0.00	$3,300.00	$0.00	$0.00	$52,977.00
0029	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$540.00	$0.00	$0.00	$0.00	$500.00	$50,057.00
0030	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$50,877.00
0031	113	SERGEANT STEP I	$52,508.00	$0.00	$52,508.00	0	$0.00	$0.00	$52,508.00	$47,359.00	$660.00	$0.00	$0.00	$0.00	$500.00	$48,519.00
0032	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$720.00	$0.00	$0.00	$0.00	$500.00	$51,953.00
0033	113	SERGEANT STEP IV	$52,508.00	$0.00	$52,508.00	0	$0.00	$0.00	$52,508.00	$52,508.00	$780.00	$0.00	$600.00	$0.00	$0.00	$53,888.00
0034	113	CRIME SCENE SPECIALIST SUPERVISOR	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$48,149.00	$1,680.00	$0.00	$0.00	$0.00	$500.00	$50,329.00
0035	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$480.00	$0.00	$600.00	$0.00	$500.00	$50,597.00
0036	113	SERGEANT STEP II	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$720.00	$0.00	$600.00	$0.00	$0.00	$50,337.00
0037	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$480.00	$0.00	$1,200.00	$0.00	$500.00	$51,197.00
0038	113	SERGEANT STEP III	$52,508.00	$0.00	$52,508.00	0	$0.00	$0.00	$52,508.00	$50,733.00	$840.00	$0.00	$600.00	$0.00	$0.00	$52,173.00
0039	113	SERGEANT STEP I	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$47,359.00	$300.00	$0.00	$0.00	$0.00	$0.00	$47,659.00

0040	113	SERGEANT STEP II	$49,017.00	$0.00	$49,017.00	0	$0.00	$0.00	$49,017.00	$49,017.00	$420.00	$0.00	$1,200.00	$0.00	$500.00	$51,137.00
0041	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$900.00	$0.00	$1,200.00	$0.00	$500.00	$53,333.00
0042	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$46,143.00	$780.00	$0.00	$0.00	$0.00	$500.00	$47,423.00
0043	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$46,143.00	$780.00	$0.00	$0.00	$0.00	$500.00	$47,423.00
0044	113	CRIME SCENE SPECIALIST	$46,143.00	$0.00	$46,143.00	0	$0.00	$0.00	$46,143.00	$46,143.00	$720.00	$0.00	$0.00	$0.00	$500.00	$47,363.00
0045	113	MECHANIC V	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO ADD CLOTHING ALLOWANCE:													**$500.00**	
0046	**113**	**DEPUTY SHERIFF STEP II**	**$47,734.00**	**$0.00**	**$47,734.00**	**0**	**$0.00**	**$0.00**	**$47,734.00**	**$40,510.00**	**$600.00**	**$0.00**	**$2,100.00**	**$0.00**	**~~$0.00~~**	**$43,710.00**
0047	113	DEPUTY SHERIFF	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0048	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$3,900.00	$0.00	$500.00	$53,634.00
		APPROVAL TO DELETE CLOTHING ALLOWANCE													**$0.00**	
0049	**113**	**SR. DEPUTY SHERIFF STEP III**	**$46,120.00**	**$0.00**	**$46,120.00**	**0**	**$0.00**	**$0.00**	**$46,120.00**	**$46,120.00**	**$600.00**	**$0.00**	**$3,600.00**	**$0.00**	**~~$500.00~~**	**$50,320.00**
0050	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$60.00	$0.00	$1,200.00	$0.00	$0.00	$40,400.00
0051	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0052	113	SR. DEPUTY SHERIFF STEP II	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,761.00
0053	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,260.00	$0.00	$3,900.00	$0.00	$500.00	$53,394.00
0054	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,200.00	$0.00	$3,300.00	$0.00	$500.00	$52,734.00
0055	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0056	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$1,500.00	$0.00	$0.00	$40,760.00
0057	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$1,200.00	$0.00	$0.00	$49,834.00
0058	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$120.00	$0.00	$0.00	$0.00	$0.00	$39,260.00
0059	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0060	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$3,300.00	$0.00	$0.00	$44,110.00
0061	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$120.00	$0.00	$1,200.00	$0.00	$0.00	$40,460.00
0062	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$3,300.00	$0.00	$500.00	$44,970.00
0063	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$43,150.00
0064	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$2,100.00	$0.00	$500.00	$43,350.00
0065	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$42,910.00
0066	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0067	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$0.00	$0.00	$0.00	$46,780.00
0068	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0069	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$1,800.00	$0.00	$500.00	$42,990.00
0070	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$0.00	$43,150.00
0071	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$780.00	$0.00	$0.00	$0.00	$0.00	$41,290.00
0072	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0073	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$52,374.00
0074	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$1,800.00	$0.00	$0.00	$42,610.00
0075	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0076	113	DEPUTY SHERIFF	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$37,574.00	$60.00	$0.00	$0.00	$0.00	$0.00	$37,634.00
0077	113	DEPUTY SHERIFF	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$38,774.00
0078	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$52,314.00
0079	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0080	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$720.00	$0.00	$0.00	$0.00	$0.00	$41,230.00
		APPROVAL TO ADD CLOTHING ALLOWANCE:													**$500.00**	
0081	**113**	**DEPUTY SHERIFF STEP II**	**$40,510.00**	**$0.00**	**$40,510.00**	**0**	**$0.00**	**$0.00**	**$40,510.00**	**$40,510.00**	**$540.00**	**$0.00**	**$2,100.00**	**$0.00**	**~~$0.00~~**	**$43,650.00**
0082	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$960.00	$0.00	$0.00	$0.00	$0.00	$48,694.00
0083	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0084	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$1,500.00	$0.00	$0.00	$40,820.00
0085	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$2,100.00	$0.00	$500.00	$51,174.00
0086	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

0087	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$46,014.00
0088	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$52,314.00
0089	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$960.00	$0.00	$3,300.00	$0.00	$500.00	$52,494.00
0090	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,440.00
0091	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0092	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0093	113	DEPUTY SHERIFF	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$37,574.00	$120.00	$0.00	$0.00	$0.00	$0.00	$37,694.00
0094	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$3,300.00	$0.00	$0.00	$51,934.00
0095	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$2,700.00	$0.00	$500.00	$51,774.00
0096	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$43,470.00
0097	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$2,100.00	$0.00	$0.00	$43,090.00
0098	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,440.00	$0.00	$1,200.00	$0.00	$0.00	$50,374.00
0099	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$50,434.00
0100	113	DEPUTY SHERIFF STEP I	$40,314.00	$0.00	$40,314.00	0	$0.00	$0.00	$40,314.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0101	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$1,500.00	$0.00	$1,200.00	$0.00	$0.00	$50,434.00
0102	113	DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
0103	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0104	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$1,800.00	$0.00	$0.00	$50,374.00
0105	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$780.00	$0.00	$3,300.00	$0.00	$0.00	$51,814.00
0106	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$3,000.00	$0.00	$0.00	$51,634.00
0107	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$900.00	$0.00	$1,800.00	$0.00	$0.00	$50,434.00
0108	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$42,970.00
0109	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0110	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0111	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0112	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$3,000.00	$0.00	$0.00	$43,810.00
0113	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$60.00	$0.00	$1,200.00	$0.00	$0.00	$40,400.00
0114	113	DEPUTY SHERIFF STEP I	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0115	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$50,640.00
0116	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0117	113	SR. DEPUTY SHERIFF STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$52,374.00
0118	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$3,000.00	$0.00	$0.00	$49,840.00
0119	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0120	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0121	113	DEPUTY SHERIFF STEP I	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0122	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0123	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$1,500.00	$0.00	$3,900.00	$0.00	$0.00	$51,520.00
0124	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$49,440.00
0125	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$960.00	$0.00	$600.00	$0.00	$0.00	$47,680.00
0126	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0127	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$2,100.00	$0.00	$0.00	$48,820.00
0128	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$2,100.00	$0.00	$500.00	$43,290.00
0129	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,720.00
0130	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0131	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$780.00	$0.00	$3,300.00	$0.00	$500.00	$50,700.00
0132	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0133	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
0134	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$840.00	$0.00	$3,300.00	$0.00	$500.00	$50,760.00
0135	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$40,640.00

0136	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$300.00	$0.00	$0.00	$0.00	$0.00	$39,440.00
0137	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$1,800.00	$0.00	$0.00	$48,640.00
0138	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0139	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,720.00
0140	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$3,000.00	$0.00	$0.00	$49,720.00
0141	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$2,700.00	$0.00	$500.00	$49,920.00
0142	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,810.00
0143	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$49,260.00
0144	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$49,260.00
0145	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0146	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$900.00	$0.00	$1,200.00	$0.00	$0.00	$48,220.00
0147	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$0.00	$42,970.00
0148	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$2,100.00	$0.00	$0.00	$43,210.00
0149	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0150	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$2,100.00	$0.00	$0.00	$43,030.00
0151	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$47,920.00
0152	113	SENIOR DEPUTY SHERIFF STEP II	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$44,561.00	$360.00	$0.00	$3,300.00	$0.00	$0.00	$48,221.00
0153	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0154	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0155	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,110.00
0156	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$43,710.00
0157	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0158	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$2,100.00	$0.00	$500.00	$49,440.00
0159	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$50,640.00
0160	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$1,800.00	$0.00	$0.00	$48,400.00
0161	113	DEPUTY SHERIFF STEP I	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$39,140.00	$480.00	$0.00	$0.00	$0.00	$0.00	$39,620.00
0162	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$49,380.00
0163	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$0.00	$0.00	$0.00	$46,780.00
0164	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$3,300.00	$0.00	$0.00	$50,080.00
0165	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0166	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$1,200.00	$0.00	$0.00	$41,950.00
0167	113	DEPUTY SHERIFF	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0168	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0169	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$780.00	$0.00	$2,700.00	$0.00	$500.00	$50,100.00
0170	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$5,400.00	$0.00	$500.00	$52,620.00
		APPROVAL TO DELETE CLOTHING ALLOWANCE													**$0.00**	
0171	**113**	**SR. DEPUTY SHERIFF STEP III**	**$46,120.00**	**$0.00**	**$46,120.00**	**0**	**$0.00**	**$0.00**	**$46,120.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**~~$500.00~~**	**$0.00**
0172	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$42,730.00
0173	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0174	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$1,500.00	$0.00	$0.00	$40,820.00
0175	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,170.00
0176	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$47,980.00
0177	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$480.00	$0.00	$3,300.00	$0.00	$0.00	$49,900.00
0178	113	DEPUTY SHERIFF STEP I	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0179	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0180	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0181	113	ACCOUNTANT II	$42,236.00	$0.00	$42,236.00	0	$0.00	$0.00	$42,236.00	$42,236.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$44,036.00
0182	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$960.00	$0.00	$0.00	$0.00	$0.00	$42,098.00
0183	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$300.00	$0.00	$0.00	$0.00	$0.00	$41,438.00

0184	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$600.00	$0.00	$0.00	$0.00	$0.00	$41,738.00
0185	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$720.00	$0.00	$0.00	$0.00	$0.00	$41,858.00
0186	113	MECHANIC IV	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0187	113	MECHANIC IV	$41,138.00	$0.00	$41,138.00	0	$0.00	$0.00	$41,138.00	$41,138.00	$480.00	$0.00	$0.00	$0.00	$0.00	$41,618.00
0188	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$2,100.00	$0.00	$500.00	$43,590.00
0189	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$43,770.00
0190	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0191	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$3,600.00	$0.00	$500.00	$49,141.00
0192	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
0193	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$43,470.00
0194	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$600.00	$0.00	$0.00	$0.00	$0.00	$39,740.00
0195	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$360.00	$0.00	$3,300.00	$0.00	$0.00	$46,714.00
0196	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$360.00	$0.00	$0.00	$0.00	$0.00	$39,500.00
		APPROVAL TO DELETE CLOTHING ALLOWANCE													**$0.00**	
0197	**113**	**DEPUTY SHERIFF**	**$43,054.00**	**$0.00**	**$43,054.00**	**0**	**$0.00**	**$0.00**	**$43,054.00**	**$37,574.00**	**$120.00**	**$0.00**	**$1,200.00**	**$0.00**	**~~$500.00~~**	**$38,894.00**
0198	113	DEPUTY SHERIFF STEP I	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0199	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$720.00	$0.00	$3,300.00	$0.00	$500.00	$45,030.00
0200	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$3,300.00	$0.00	$500.00	$47,274.00
0201	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$240.00	$0.00	$0.00	$0.00	$0.00	$39,380.00
0202	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$3,900.00	$0.00	$500.00	$47,874.00
0203	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$0.00	$42,910.00
0204	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0205	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$600.00	$0.00	$0.00	$41,710.00
0206	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$1,800.00	$0.00	$0.00	$42,670.00
0207	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0208	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$480.00	$0.00	$1,800.00	$0.00	$0.00	$46,841.00
0209	113	DEPUTY SHERIFF STEP I	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$39,140.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$40,640.00
0210	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$47,581.00
0211	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$43,650.00
0212	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$0.00	$47,261.00
0213	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,701.00
0214	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$1,800.00	$0.00	$0.00	$46,901.00
0215	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$420.00	$0.00	$0.00	$0.00	$0.00	$39,560.00
0216	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$47,761.00
0217	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0218	113	DEPUTY SHERIFF	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0219	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$47,821.00
0220	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,074.00
0221	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$2,100.00	$0.00	$500.00	$43,770.00
0222	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$420.00	$0.00	$1,800.00	$0.00	$500.00	$47,281.00
0223	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$300.00	$0.00	$2,100.00	$0.00	$500.00	$43,410.00
0224	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$1,800.00	$0.00	$0.00	$42,850.00
0225	113	DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0226	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0227	113	DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$39,140.00	$180.00	$0.00	$600.00	$0.00	$0.00	$39,920.00
0228	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$600.00	$0.00	$2,100.00	$0.00	$500.00	$43,710.00
0229	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$780.00	$0.00	$2,100.00	$0.00	$500.00	$43,890.00
0230	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$1,800.00	$0.00	$0.00	$45,274.00
0231	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$240.00	$0.00	$0.00	$0.00	$0.00	$40,750.00

0232	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$1,200.00	$0.00	$0.00	$44,674.00
0233	113	SR. DEPUTY SHERIFF STEP I	$43,054.00	$0.00	$43,054.00	0	$0.00	$0.00	$43,054.00	$43,054.00	$420.00	$0.00	$2,100.00	$0.00	$500.00	$46,074.00
0234	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$3,300.00	$0.00	$0.00	$44,470.00
0235	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$43,470.00
0236	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$43,650.00
0237	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$480.00	$0.00	$0.00	$0.00	$0.00	$40,990.00
0238	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$2,100.00	$0.00	$0.00	$43,030.00
0239	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,170.00
0240	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	$36,630.00	$0.00	$36,630.00	0	$0.00	$0.00	$36,630.00	$36,630.00	$600.00	$0.00	$0.00	$0.00	$500.00	$37,730.00
0241	113	EVIDENCE TECHNICIAN	$35,879.00	$0.00	$35,879.00	0	$0.00	$0.00	$35,879.00	$35,879.00	$480.00	$0.00	$0.00	$0.00	$500.00	$36,859.00
0242	113	EVIDENCE TECHNICIAN	$35,879.00	$0.00	$35,879.00	0	$0.00	$0.00	$35,879.00	$35,879.00	$600.00	$0.00	$0.00	$0.00	$500.00	$36,979.00
0243	113	HUMAN RESOURCES SPECIALIST II	$34,135.00	$0.00	$34,135.00	0	$0.00	$0.00	$34,135.00	$34,135.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,735.00
0244	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$300.00	$0.00	$0.00	$0.00	$0.00	$35,691.00
0246	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0247	113	QUARTER MASTER	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$780.00	$0.00	$0.00	$0.00	$0.00	$33,549.00
0248	113	ADMINISTRATIVE ASSISTANT III	$34,067.00	$0.00	$34,067.00	0	$0.00	$0.00	$34,067.00	$34,067.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$35,447.00
0249	113	ACCOUNTANT I	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$360.00	$0.00	$0.00	$0.00	$0.00	$33,129.00
0250	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0251	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0252	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0253	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0254	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0255	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0256	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,764.00
0257	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0258	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0259	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$28,825.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,825.00
0260	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0261	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0262	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0263	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$660.00	$0.00	$0.00	$0.00	$0.00	$32,064.00
0264	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0265	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0266	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0267	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0268	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0269	113	COMMUNICATIONS OFFICER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0270	113	COMMUNICATIONS OFFICER	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0272	113	ADMINISTRATIVE ASSISTANT II	$32,029.00	$0.00	$32,029.00	0	$0.00	$0.00	$32,029.00	$32,029.00	$780.00	$0.00	$0.00	$0.00	$500.00	$33,309.00
0273	113	ASSISTANT QUARTER MASTER	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$780.00	$0.00	$0.00	$0.00	$0.00	$31,122.00
0274	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$27,539.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$28,979.00
0275	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$27,539.00	$960.00	$0.00	$0.00	$0.00	$0.00	$28,499.00
0276	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$27,539.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$28,859.00
0277	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0278	113	ADMINISTRATIVE ASSISTANT I	$27,539.00	$0.00	$27,539.00	0	$0.00	$0.00	$27,539.00	$27,539.00	$1,440.00	$0.00	$0.00	$0.00	$0.00	$28,979.00
0279	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0280	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$27,887.00
0281	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$960.00	$0.00	$0.00	$0.00	$0.00	$27,827.00
0282	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,867.00

0283	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$420.00	$0.00	$0.00	$0.00	$0.00	$27,287.00
0284	113	ADMINISTRATIVE ASSISTANT I	$26,867.00	$0.00	$26,867.00	0	$0.00	$0.00	$26,867.00	$26,867.00	$600.00	$0.00	$0.00	$0.00	$0.00	$27,467.00
0285	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0287	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,083.00
0288	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0289	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0290	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0291	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0292	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$25,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,772.00
0293	113	ADMINISTRATIVE ASSISTANT I	$25,772.00	$0.00	$25,772.00	0	$0.00	$0.00	$25,772.00	$25,772.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,772.00
0294	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$480.00	$0.00	$0.00	$0.00	$0.00	$23,563.00
0295	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$23,083.00	$600.00	$0.00	$0.00	$0.00	$0.00	$23,683.00
0296	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$21,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,411.00
0297	113	CUSTODIAN II	$23,083.00	$0.00	$23,083.00	0	$0.00	$0.00	$23,083.00	$21,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,411.00
0327	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$360.00	$0.00	$2,100.00	$0.00	$500.00	$43,470.00
0328	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$47,920.00
0329	113	SR. DEPUTY SHERIFF STEP III	$46,120.00	$0.00	$46,120.00	0	$0.00	$0.00	$46,120.00	$46,120.00	$540.00	$0.00	$600.00	$0.00	$0.00	$47,260.00
0330	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	$36,630.00	$0.00	$36,630.00	0	$0.00	$0.00	$36,630.00	$36,630.00	$480.00	$0.00	$0.00	$0.00	$500.00	$37,610.00
0331	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$600.00	$0.00	$0.00	$0.00	$0.00	$39,740.00
0332	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
0333	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$1,800.00	$0.00	$0.00	$40,940.00
		APPROVAL TO DELETE CLOTHING ALLOWANCE													**$0.00**	
0334	**113**	**DEPUTY SHERIFF**	**$40,510.00**	**$0.00**	**$40,510.00**	**0**	**$0.00**	**$0.00**	**$40,510.00**	**$37,574.00**	**$0.00**	**$0.00**	**$1,200.00**	**$0.00**	**~~$500.00~~**	**$38,774.00**
0335	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$420.00	$0.00	$1,800.00	$0.00	$500.00	$43,230.00
0336	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$60.00	$0.00	$1,500.00	$0.00	$0.00	$40,700.00
0337	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0338	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$180.00	$0.00	$2,100.00	$0.00	$500.00	$43,290.00
0339	113	DEPUTY SHERIFF STEP I	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0340	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$540.00	$0.00	$2,100.00	$0.00	$500.00	$47,701.00
0341	113	DEPUTY SHERIFF STEP I	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$39,140.00	$180.00	$0.00	$0.00	$0.00	$0.00	$39,320.00
0342	113	DEPUTY SHERIFF STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$660.00	$0.00	$0.00	$0.00	$0.00	$41,170.00
0343	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$44,561.00	$660.00	$0.00	$0.00	$0.00	$0.00	$45,221.00
0344	113	SR. DEPUTY SHERIFF STEP II	$44,561.00	$0.00	$44,561.00	0	$0.00	$0.00	$44,561.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0345	113	DEPUTY SHERIFF STEP I	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0346	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$29,174.00
0347	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$29,114.00
0361	113	BUDGET MANAGER II	$65,507.00	$0.00	$65,507.00	0	$0.00	$0.00	$65,507.00	$65,507.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$67,307.00
0362	113	PROCUREMENT SPECIALIST	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$720.00	$0.00	$0.00	$0.00	$0.00	$45,303.00
0363	113	COMMUNICATIONS SUPERVISOR	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$780.00	$0.00	$0.00	$0.00	$0.00	$36,171.00
0364	113	CRIME VICTIM LIASON	$39,563.00	$0.00	$39,563.00	0	$0.00	$0.00	$39,563.00	$39,563.00	$840.00	$0.00	$0.00	$0.00	$0.00	$40,403.00
0365	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$720.00	$0.00	$1,200.00	$0.00	$500.00	$69,370.00
0366	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,080.00	$0.00	$1,800.00	$0.00	$500.00	$70,330.00
0367	113	CAPTAIN	$66,950.00	$0.00	$66,950.00	0	$0.00	$0.00	$66,950.00	$66,950.00	$1,260.00	$0.00	$1,800.00	$0.00	$500.00	$70,510.00
0369	113	DIVISION COMMANDER	$77,250.00	$0.00	$77,250.00	0	$0.00	$0.00	$77,250.00	$77,250.00	$1,440.00	$0.00	$1,800.00	$0.00	$500.00	$80,990.00
0371	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$240.00	$0.00	$1,500.00	$0.00	$0.00	$40,880.00
0372	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$60.00	$0.00	$0.00	$0.00	$0.00	$39,200.00
0373	113	DEPUTY SHERIFF	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$37,574.00	$60.00	$0.00	$0.00	$0.00	$0.00	$37,634.00
0374	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$540.00	$0.00	$0.00	$0.00	$0.00	$39,680.00
0375	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00

0376	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0377	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0378	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0379	113	TECHNICIAN IV	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0380	113	DEPUTY SHERIFF STEP I	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$1,200.00
0382	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$180.00	$0.00	$0.00	$0.00	$0.00	$180.00
0383	113	DEPUTY SHERIFF STEP I	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$1,200.00
0384	113	DEPUTY SHERIFF STEP I	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0385	113	DEPUTY SHERIFF	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0386	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$540.00	$0.00	$1,800.00	$0.00	$0.00	$2,340.00
0387	113	DEPUTY SHERIFF STEP II	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0388	113	DEPUTY SHERIFF STEP II	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$540.00	$0.00	$0.00	$0.00	$0.00	$540.00
0389	113	DEPUTY SHERIFF STEP I	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$1,500.00
0390	113	DEPUTY SHERIFF STEP I	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0391	113	DEPUTY SHERIFF	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$1,500.00
0392	113	DEPUTY SHERIFF	$1,180.00	$0.00	$1,180.00	0	$0.00	$0.00	$1,180.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0393	113	LIEUTENANT STEP I	$55,805.00	$0.00	$55,805.00	0	$0.00	$0.00	$55,805.00	$52,095.00	$840.00	$0.00	$1,800.00	$0.00	$500.00	$55,235.00
0394	113	SERGEANT STEP I	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$47,359.00	$360.00	$0.00	$1,500.00	$0.00	$0.00	$49,219.00
0395	113	SERGEANT STEP I	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$47,359.00	$480.00	$0.00	$2,700.00	$0.00	$0.00	$50,539.00
0396	113	SERGEANT STEP I	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$47,359.00	$420.00	$0.00	$1,500.00	$0.00	$0.00	$49,279.00
0397	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$780.00	$0.00	$600.00	$0.00	$0.00	$52,113.00
0398	113	SERGEANT STEP III	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$50,733.00	$900.00	$0.00	$1,200.00	$0.00	$0.00	$52,833.00
0399	113	SERGEANT STEP I	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$47,359.00	$360.00	$0.00	$2,700.00	$0.00	$0.00	$50,419.00
		APPROVAL TO ADD CLOTHING ALLOWANCE:													**$500.00**	
0400	**113**	**SERGEANT STEP III**	**$50,733.00**	**$0.00**	**$50,733.00**	**0**	**$0.00**	**$0.00**	**$50,733.00**	**$50,733.00**	**$840.00**	**$0.00**	**$1,200.00**	**$0.00**	**~~$0.00~~**	**$53,273.00**
0401	113	SERGEANT STEP II	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$600.00	$0.00	$1,200.00	$0.00	$0.00	$50,817.00
0402	113	SERGEANT STEP II	$50,733.00	$0.00	$50,733.00	0	$0.00	$0.00	$50,733.00	$49,017.00	$840.00	$0.00	$0.00	$0.00	$0.00	$49,857.00
0403	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0404	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$3,000.00	$0.00	$0.00	$42,140.00
0405	113	DEPUTY SHERIFF STEP I	$39,140.00	$0.00	$39,140.00	0	$0.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0406	113	ADMINISTRATIVE ASSISTANT IV	$37,109.00	$0.00	$37,109.00	0	$0.00	$0.00	$37,109.00	$37,109.00	$420.00	$0.00	$0.00	$0.00	$0.00	$37,529.00
0407	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0408	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0409	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0410	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0411	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0412	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$23,124.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,124.00
0413	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0414	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
0415	113	QUALITY ASSURANCE INSPECTOR	$55,000.00	$0.00	$55,000.00	0	$0.00	$0.00	$55,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
A416	113	DEPUTY SHERIFF STEP I	$0.00	$0.00	$0.00	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$0.00	$1,500.00
0417	113	CHIEF DEPUTY	$0.00	$90,000.00	$90,000.00	0	$0.00	$0.00	$90,000.00	$90,000.00	$0.00	$0.00	$1,800.00	$0.00	$500.00	$92,300.00
		TOTAL	$15,010,637.00	$90,000.00	$15,100,637.00		$0.00	$0.00	$15,100,637.00	$14,043,027.00	$159,840.00	$0.00	$378,600.00	$0.00	$50,000.00	$14,631,467.00

APPROVAL OF THE ABOVE HIGHLIGHTED 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, October 28, 2014

Agenda Item: 47002

Summary of request/proposal:
SHERIFF'S OFFICE (1100):
APPROVAL TO DELETE/ ADD CLOTHING ALLOWANCE AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	SERGEANT (STEP I)	0024	119	500.00	0.00	(500.00)
1100	(SR) DEPUTY SHERIFF (STEP III)	0049	119	500.00	0.00	(500.00)
1100	(SR) DEPUTY SHERIFF (STEP III)	0171	119	500.00	0.00	(500.00)
1100	DEPUTY SHERIFF	0197	119	500.00	0.00	(500.00)
1100	DEPUTY SHERIFF	0334	119	500.00	0.00	(500.00)
1100	LIEUTENANT (STEP III)	0011	119	0.00	500.00	500.00
1100	LIEUTENANT (STEP II)	0015	119	0.00	500.00	500.00
1100	DEPUTY SHERIFF (STEP II)	0046	119	0.00	500.00	500.00
1100	DEPUTY SHERIFF (STEP II)	0081	119	0.00	500.00	500.00
1100	SERGEANT (STEP III)	0400	119	0.00	500.00	500.00
		TOTAL		2,500.00	2,500.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-421-00-280-001-0-	113	SHERIFF-	REGULAR FULL TIME	$0.00
4-1100-421-00-280-001-0-	119	SHERIFF-	CLOTHING ALLOWANCE	$0.00
4-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
4-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
4-1100-421-00-280-001-0-	220	SHERIFF-	FICA	$0.00
4-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$0.00
4-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$0.00
4-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	$0.00
			2014 Budgetary Impact	$0.00

2015 Budgetary Impact: $0.00

Possible Funding Sources: **NO BUDGETARY IMPACT.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY SHERIFF'S OFFICE

SERGEANT (PATROL)

GENERAL DESCRIPTION

May be assigned to patrol, narcotics, court processes or criminal investigation work. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigating work.

EXAMPLES OF WORK PERFORMED

Depending on the area of criminal enforcement to which assigned, may perform any of the following duties:

Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations

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

Issue traffic citations and direct traffic

Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials

Keeps records of activities and makes reports concerning crimes, complaints, accidents, and investigations

Files cases with district attorney or U.S. attorneys

Make lawful arrests for violation of laws for the State of Texas and local governments ordinance and/or resolution

Serve felony, misdemeanor and mental commitment warrants and make arrests

Serve court papers including writs, summons, subpoenas, capias, etc

Question witnesses and suspects and take statements

Assist other law enforcement agencies as needed

Meets with informants and conducts undercover narcotics investigations

Conducts background investigations on applications for law enforcements and correction positions

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

May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention

May be responsible for animal control, especially relating to cattle on roadways

Return persons who have been arrested in Hidalgo County to other locations in and out and out of state

Approved subordinates reports and insure subordinates complete their daily assigned duties

Regular attendance is a must

Ability to work with others

SUPERVISORY RESPONSIBILITIES:

Will supervise those investigations, deputy sheriffs, communication officer, and civilian personnel that have been placed in his/her charge

Will ensure that subordinate personnel in his/her charge carry out day to day duties as defined by job description, level of responsibilities; department goals, and applicable federal and state laws

Shall report both orally and in written form, poor job performance, violations of department policy, and violations of federal and state laws involving and subordinate or officer of same of higher rank, through established chain of command

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Four (4) years experience as a Peace Officer immediately preceding the date of application

Applications for employee should reflect any increases in responsibilities during previous or current employment

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

Certificates, Licenses & Registration

Applicant must posses a current Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standards and Education

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

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

Knowledge, 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 County employees and officials, law enforcements agencies and the general public

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

Ability to write clear and concise reports and to maintain complete records as required

Ability to learn the use and care of vehicles, firearms, and specialized equipment

Ability to communicate effectively orally or in writing

Good physical condition

Ability to solve basic mathematical problems involving addition, subtraction, multiplication and division

Ability to use decimals and percentages in solving such problems

Ability to speak, read, and write in English

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of employees or organizations

Ability to also speak and write in Spanish preferred

Ability to solve pratical problems and deal with a variety of concrete variables in situations where only limited standardizations exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the 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 stand, walk, talk and hear. The employee frequently is required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl. Employee subdues and restrains uncooperative inmates, runs, climb stairs, pushes heavy doors, handles and distributes heavy food/drink containers.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift inmates with body weight ranging from 100 to 250 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. Employee utilizes all visual abilities to keep and maintain control of inmates.

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee frequently works near moving mechanical parts such as the doors and gates throughout the prison. The employee is occasionally exposed to fumes and airborne particles. The risk of electrical shock is present because of the large amount of electrical equipment which the officer encounters during the shift. The employee may be required to work outdoors or in areas where temperatures could exceed 100 degrees Fahrenheit or below 0 degrees Fahrenheit.

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
- □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 SHERIFF'S OFFICE

DEPUTY SHERIFF

GENERAL DESCRIPTION

May be assigned to patrol, narcotics, civil process, warrants, courthouse security, criminal investigation or school policing. Depending on area to which assigned, may perform primarily undercover and surveillance work, patrol work, civil and criminal process serving or investigative work.

EXAMPLES OF WORK PERFORMED

Criminal Enforcement Division
Depending on area to which assigned, may perform any of the following duties:

Patrol an assigned area, generally by vehicle, to prevent crimes and enforce laws and regulations

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

Issue traffic citations and direct traffic

Investigate traffic accidents and crimes against persons and property and assist federal, state and local law enforcement officials

Keep records of activities and make reports concerning crimes, complaints, accidents and investigations

File cases with District Attorney or U.S. Attorney

Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution

Serve felony, misdemeanor and mental commitment warrants and make arrests

Serve court papers including writs, summons, subpoenas, capias, etc.

Question witnesses and suspects and take statements and depositions

Assist other law enforcement agencies as needed

Perform surveillance of suspects and assigned locations

Meet with informants and conduct undercover narcotics work

Handle and care for dogs involved in narcotics investigations

Conduct background investigations on applicants for law enforcements and corrections positions

Serve as a bailiff in county and district courts

Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court

May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention

May be responsible for animal control, especially relating to cattle on roadways

Return persons who have been arrested to county in other locations in and out of state

Regular attendance is a must

Ability to work well with others

In School Policing

Respond to emergency calls within the school assigned. Handle routine complaints and take action as necessary

Issue traffic citations and direct traffic

Investigate crimes against persons and property and assists federal, state and local law enforcement officials

Keep records of activities and makes reports concerning crimes, complaints, accidents and investigations

File cases with District Attorney, U.S. Attorney, or Hidalgo County juvenile authorities

Make lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution

Serve felony, misdemeanor and mental commitment warrants and make arrests

Question witnesses and suspects and take statements

Assist other law enforcement agencies as needed

May handle and care for dogs involved in narcotics investigations

Gather and label evidence, take photographs and fingerprints, guard and transport prisoners and testify in court

May address and work with community and school groups to promote good public relations and to inform citizens, students, and school faculty of police activities and crime prevention

Will interact with students and school faculty on a daily basis

Will be involved in participating and providing security for school related activities and functions

Will coordinate with Deputy Sheriffs assigned to other schools, criminal enforcement division and other law enforcement agencies for their participating or providing security for school related functions and activities

Will report directly to the school assigned rather than the sheriff's department on a daily basis, unless otherwise instructed

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

SUPERVISORY RESPONSIBILITIES

May be asked to oversee special details involving two or more officers

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

At least one (1) year of law enforcement related experience

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

Certificates, Licenses, & Registration

Applicant must possess a current Basic Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standard and Education

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

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

Knowledge, 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 County employees and officials, law enforcement agencies and the general public

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

Ability to write clear and concise reports and to maintain complete records as required

Ability to learn the use and care of vehicles, firearms and specialized equipment

Ability to communicate effectively orally and in writing

Good physical condition

Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division

Ability to use decimals and percentages in solving such problems

Ability to speak, read and write in the English language

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of employees or organizations

Ability to also speak and write in Spanish preferred

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

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 regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close 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
- 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 SHERIFF'S OFFICE

LIEUTENANT

GENERAL DESCRIPTION

Provides corrections service involving the health, safety and security of inmates and the public in a County corrections facility or program. Monitors prisoners activities and maintain necessary records.

EXAMPLES OF WORK PERFORMED

Schedule subordinate personnel assigned to his/her charge and ensure that the following duties are being performed during his/her assigned working hours

Ensure that responsible subordinates book, classify, transfer, transport, and release inmates with attention to the health safety and security of other officers, inmates and the public

Ensure that responsible subordinates conduct inspections, shakedowns and inmate searches; physical check of inmates and the public when necessary

Ensure that responsible subordinates check and process official papers and documents

Ensure that responsible subordinates conduct safety inspections and inspections of fire exits and equipment

Ensure that responsible subordinates provide informal counseling to inmates

Ensure that responsible subordinates assist medical staff with distributing medications to inmates

Intervenes and resolves situations such as fights and medical emergencies

Conducts head counts of inmates

Counts and inventories all keys and equipment from various shifts

Serves or supervises the serving of meals to inmates

May be assigned to train new officers in procedural aspects depending on their job descriptions

Ensures that inmates are transported to court. Courthouse security is provided when needed. Insures that inmates are transferred to other local, state, and federal penal institutions

Ensure that responsible subordinates confiscate, inventory, and store property from new inmates and release property to outgoing inmates

Ensure that responsible subordinates carry out recreational activities for the inmates

May respond to inmate request forms

May be involved in organizing church services, G.E.D. classes, substance abuse classes and fire drills

Regular attendance is a must

Ability to work well with others

SUPERVISORY RESPONSIBILITIES:

Will supervise those sergeants, officers, matrons, secretaries, cooks, maintenance personnel, medical personnel, and other that have been placed in hi/her charge

Will ensure that subordinate personnel in his/her charge carry out day to day duties as defined by job descriptions, level of responsibilities, department goals, and applicable Federal and State laws

Shall report both orally and in written form, poor job performance, violations of department policy, and violations of federal and state laws involving any subordinate or officer of same or higher rank, through established chain of command

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Four (4) years experience in law enforcement related work immediately preceding the date of application, two (2) of which have been as a Certified Jailer or Peace Officer

At least one (1) year of the required four (4) years experience must have been as a supervisor of Peace Officers or Jailers

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

Certifications, Licenses, & Registration

A current valid basic certification as a jailer from the Texas Commission of Law Enforcement Officers Standard and Education

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

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

Knowledge, Skills, and Abilities

Knowledge of laws, departmental policies, rules, regulations instructions and correctional literature regarding the custody of persons

Ability to meet established physical standards

Ability to establish and maintain effective working relationships with other county employees and officials, inmates and the public

Ability to apply managerial and supervisory techniques

Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department

Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division

Ability to use decimals and percentages involving such problems

Ability to speak, read and write in the English language

Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals

Ability to write routine reports and correspondence

Ability to speak effectively before groups of persons or employees of organization

Ability to speak and write in Spanish preferred

Ability to solve practical problems and deal with a priority of concrete variable in situations where only limited standardization exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

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 use hands to finger, handle or feel objects, tools or controls and talk and hear. The employee is required to stand, walk, reach with hands and arms. The employee is required is to sit, climb or balance, run, jump, stoop, kneel, crouch or crawl. The employee may have to physically subdue and restrain uncooperative inmates. May have to run, climb stairs, push heavy doors, and handle and distribute heavy food/drink containers.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift inmates with body weight ranging from 100 to 250 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. Employee utilizes all visual abilities to keep and maintain control of inmates.

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee frequently works near moving mechanical parts such as the doors and gates throughout the prison. The employee is occasionally exposed to fumes and airborne particles. The risk of electrical shock is present because of the large amount of electrical equipment which the officer encounters during the shift. The employee may be required to work outdoors or in areas where temperatures could exceed 100 degrees Fahrenheit or below 0 degrees Fahrenheit.

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
- 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
Personnel Adjustment Request Form

RECEIVED
OCT 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10/7/2014

CURRENT POSITION TITLE: SERGEANT (STEP I) **CURRENT SLOT. #:** 001-024

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other REMOVING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 500.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($500.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

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

$ _____

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)

This Sergeant position is assigned to Patrol and will not be on special assignment. Only positions assigned to special assignments warrant clothing allowance because attire must be civilian type (dressy shirt/tie).

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

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	DATE 10/08/14	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 10.13.14	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2014	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280

DATE: 10/7/2014

CURRENT POSITION TITLE: (SR.) DEPUTY SHERIFF (STEP III)

CURRENT SLOT. #: 001-049

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other REMOVING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 500.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($500.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

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

$ _____

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)

This Deputy position is assigned to the Training Academy and is issued uniforms. Only positions assigned to special assignments warrant clothing allowance because attire must be civilian type (dressy shirt/tie).

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

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	DATE 10/08/14	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 10.13.14	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2014	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280

DATE: 10/7/2014

CURRENT POSITION TITLE: (Sr. Dpt) DEPUTY SHERIFF (STEP I II ASL)

CURRENT SLOT. #: 001-171

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other REMOVING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 500.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($500.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

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

$ _____

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)

Removing clothing allowance from vacant slot.

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

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	10/08/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios 10.13.14 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/24/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280

DATE: 10/7/2014

CURRENT POSITION TITLE: DEPUTY SHERIFF ~~STEP I~~

CURRENT SLOT. #: 001-197

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other REMOVING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 500.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($500.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

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

$ _____

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)

This Deputy is assigned to Patrol and will not be on special assignment. Only positions assigned to special assignments warrant clothing allowance because the attire must be civilian type (dressy shirt/tie).

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

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	DATE 10/08/14	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	DATE 10.13.14	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2014	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280

DATE: 10/7/2014

CURRENT POSITION TITLE: DEPUTY SHERIFF ~~STEP I~~ POL

CURRENT SLOT. #: 001-334

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other REMOVING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 500.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ ($500.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

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

$ _____

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)

This Deputy is assigned to Patrol and will not be on special assignment. Only positions assigned to special assignments warrant clothing allowance because the attire must be civilian type (dressy shirt/tie).

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

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	DATE 10/08/14	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	DATE 10.13.14	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2014	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10/7/2014

CURRENT POSITION TITLE: LIEUTENANT (STEP III) **CURRENT SLOT. #:** 001-011

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other ADDING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

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

$ _____

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)

This Lieutenant position will be assigned to Criminal Investigations Division. Positions assigned to special assignments warrant clothing allowance because the attire must be civilian type (dressy shirt/tie). Employees filling these positions are not issued uniforms.

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

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	DATE 10/20/14	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 10-13-14	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2014	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10/7/2014

CURRENT POSITION TITLE: LIEUTENANT (STEP II) **CURRENT SLOT. #:** 001-015

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other ADDING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

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

$ _____
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)

This Lieutenant position will be assigned to the Financial Bureau. Positions assigned to special assignments warrant clothing allowance because the attire must be civilian type (dressy shirt/tie). Employees filling these positions are not issued uniforms.

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

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	DATE 10/08/14	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR Esther A. Cortez by Syl Rios	DATE 10.13.14	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2014	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10/7/2014

CURRENT POSITION TITLE: DEPUTY SHERIFF (STEP II) **CURRENT SLOT. #:** 001-046

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other ADDING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

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

$ _____
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)

This deputy position will be assigned to Criminal Investigations Division. Positions assigned to special assignments warrant clothing allowance because the attire must be civilian type (dressy shirt/tie). Employees filling these positions are not issued uniforms.

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

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	DATE 10/08/14	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	DATE 10.13.14	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2014	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10/7/2014

CURRENT POSITION TITLE: DEPUTY SHERIFF (STEP II) **CURRENT SLOT. #:** 001-081

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other ADDING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

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

$ _____

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)

This deputy position will be assigned to Criminal Investigations Division. Positions assigned to special assignments warrant clothing allowance because the attire must be civilian type (dressy shirt/tie). Employees filling these positions are not issued uniforms.

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

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	DATE 10/09/14	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez by Syrena Rios HUMAN RESOURCES DIRECTOR	DATE 10.13.14	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2014	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10/7/2014

CURRENT POSITION TITLE: SERGEANT (STEP III) **CURRENT SLOT. #:** 001-400

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other ADDING CLOTHING

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

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

$ _____

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)

This Sergeant position will be assigned to Criminal Investigations Division. Positions assigned to special assignments warrant clothing allowance because the attire must be civilian type (dressy shirt/tie). Employees filling these positions are not issued uniforms.

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

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	DATE 10/08/14	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 10-13-14	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/24/2014	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-47052 **District Attorney 10. A.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval of the following expense in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
TDCAA	$3,150.00	Registration	Key Personnel & Victim Assistance Coordinator Seminar
2 Support Staff from DA	$ 508.60	Mileage	Travel from Edinburg to San Antonio, TX and back
Rene Guerra	$1,980.08	Lodging	Reimburse Mr. Rene Guerra for the use of his credit card to charge hotel expenses.
9 Support Staff from DA	$1,053.00	Meals	Reimbursement expense for meals for the 9 employees attending seminar.

BACKGROUND

Nine (9) support staff employees will be attending the Key Personnel & Victim Assistance Coordinator Seminar scheduled for November 5-7 in San Antonio. Mr. Rene Guerra's credit card is used to charge expenses for the hotle rooms and then he is reimbursed.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-080-002-0-583/584

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

BUDGETARY IMPACT:

Funds available through PO# 716391 and #716524.

Funds available in obj code 583 as of 10/24/2014.

Attachments

Brochure

KPBackupDocs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 09:36 AM
Obdett Calzada	Obdett Calzada	10/24/2014 05:28 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Roy Cazares Started On: 10/20/2014 02:27 PM

Final Approval Date: 10/24/2014

T D C A A

Key Personnel & Victim Assistance Coordinator Seminar

November 5–7, 2014

Sheraton Gunter Hotel
San Antonio

Registration for this seminar is online only at www.tdcaa.com/training.

Hotel information: Sheraton Gunter Hotel, 205 E. Houston St., in San Antonio. Room rates are $106 plus tax for a single or double room, and the rate is good until October 5 or until sold out. Call 888/999-2089 and identify yourself with TX District and County Attorneys Association, or go to www.starwoodmeeting.com/Book/keyperson to get the group rate and free valet parking.

Reimbursement: TDCAA will reimburse only eligible prosecutors and prosecutor office employees up to $40 per night for two nights' stay at a hotel and up to $20 a day for meals not provided at the conference. TDCAA will not reimburse for travel, registration fees, hotel tax, parking, taxi costs, or other extraordinary expenses. All meals not provided by TDCAA and other expenses are your own.

Dress: Casual dress is acceptable for all TDCAA trainings unless otherwise noted.

This program is funded by a grant from the Texas Court of Criminal Appeals and by the Texas District and County Attorneys Association.

Texas District & County Attorneys Association
505 W. 12th St., Ste. 100
Austin, TX 78701

RETURN SERVICE REQUESTED

PRSRT STD
U.S. POSTAGE PAID
GINCOR, INC
78754

Key Personnel & Victim Assistance Coordinator Seminar Agenda

Wednesday, November 5

10:00 a.m. Registration opens.

10:30 a.m.–Noon: Optional Core Training for *NEW* Victim Assistance Coordinators
Attend this session to find out your statutory duties and how to implement them.

1:15 p.m. Welcome and KP and VAC Board Introductions
1:30 p.m. The Michael Morton Story: From Tragedy to New Law
Lisa Tanner, Asst. Attorney General, Austin
3:15 p.m. Understanding the Michael Morton Act
Colleen Gaido, Asst. District Attorney, Harris County
4:00 p.m. Panel Discussion on Discovery
Moderated by Tracy Viladevall, VAC, McLennan County, and Colleen Gaido, Asst. District Attorney, Harris County
5:00 p.m. Adjourn
6:00 p.m. Opening Reception (provided by TDCAA)

Thursday, November 6

VAC Track (morning)

8:30 a.m. Protective Orders
Michael Alvarez, Asst. County Attorney, El Paso County
9:45 a.m. Dealing With Difficult Victims
Gabrielle A. Massey, Asst. Crim. District Attorney, McLennan County
11:00 a.m. Crime Victims' Compensation
Jalayne Robinson, TDCAA Victim Services Director
Noon Lunch (provided by TDCAA)

KP Track (morning)

8:30 a.m. Avoiding Stress & Burnout
Mark Yarbrough, Former County & District Attorney, Lamb County
9:45 a.m. Asset Forfeiture
Nicole Czajkoski & Morgan Dahse, Asst. District Attorneys, Montgomery County
11:00 a.m. Bond Forfeitures
Michael Butera, Asst. District Attorney, Harris County
Noon Lunch (provided by TDCAA)

Felony Track (afternoon)

1:30 p.m. Human Trafficking
Geoff Barr, Asst. Attorney General, Austin
2:45 p.m. Indictments & Judgments
Keli Aiken, Asst. District Attorney, Hunt County
4:00 p.m. SANE Exams
Child Abuse Division, University of Texas Health Sciences Center, San Antonio
5:00 p.m. Adjourn

Misdemeanor Track (afternoon)

1:30 p.m. Hot Checks
Gary Young, County & District Attorney, Lamar County
2:45 p.m. Juvenile Paperwork
Teresa Stroud, Senior Director of State Programs and Facilities, Texas Juvenile Justice Department
4:00 p.m. Drafting Complaints & Informations
Brian Klas, Asst. County Attorney, Williamson County
5:00 p.m. Adjourn

Friday, November 7

9:00 a.m. Workplace Harmony
Mark Warren, Training Consultant, Texas Association of Counties, & Diane Beckham, TDCAA Senior Staff Counsel, Austin

VAC Forum	KP Forum
10:30 a.m. Moderated by the Victim Assistance Board	10:30 a.m. Moderated by the Key Personnel Board

Noon Adjourn

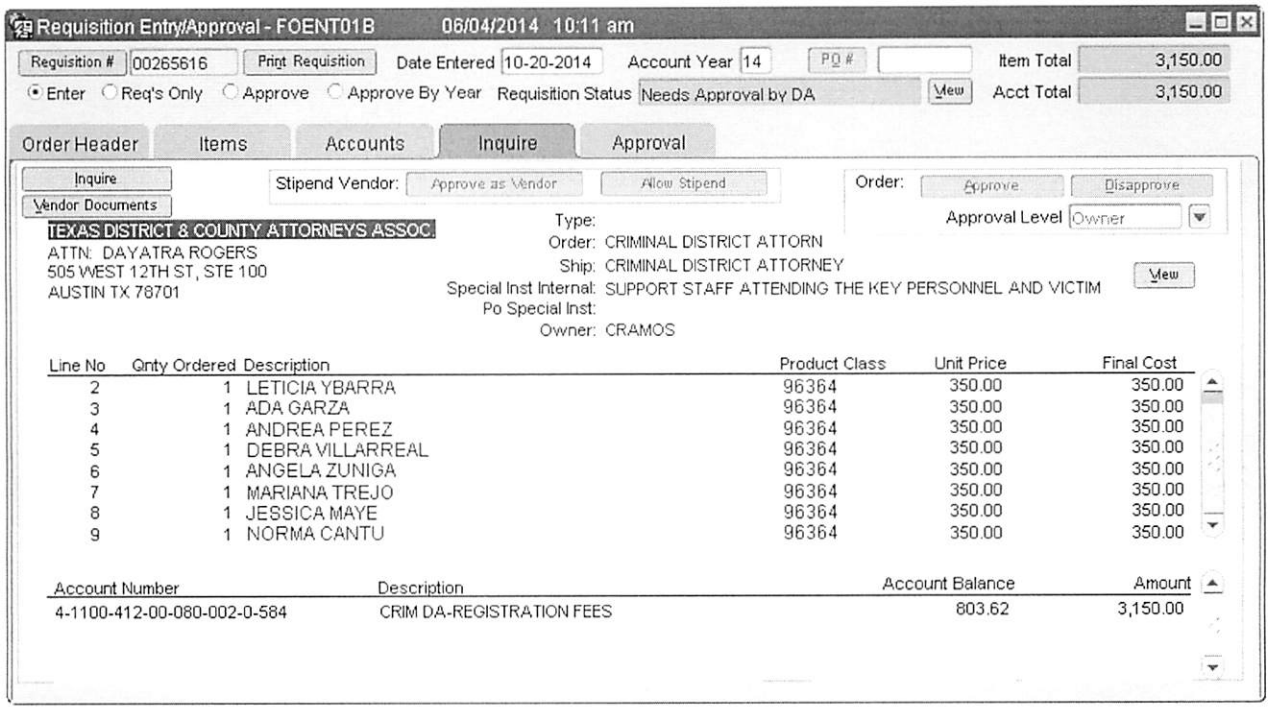
Payment options:

❑ **$350 Registration** ($175 Registration fee + $175 Association fee): For CAs, DAs, CDAs, C&DAs, and their office personnel. The TDCAA fee of $175 is each participant's share of costs over and above what the grant allows (for example, excess costs of on-site meals and association overhead). In addition, this fee enables TDCAA to lock in discounted hotel rates for participants and entitles them to attend all association functions, including Wednesday's reception and Thursday's lunch.

❑ **$175 "Training Only" Registration:** For CAs, DAs, CDAs C&DAs and their office personnel. This fee does not allow an attendee to participate in receptions or lunches but entitles the attendee admittance to all training sessions.

❑ **$500 Registration:** For all non-TDCAA members.

Registration for this seminar is online only at www.tdcaa.com/training.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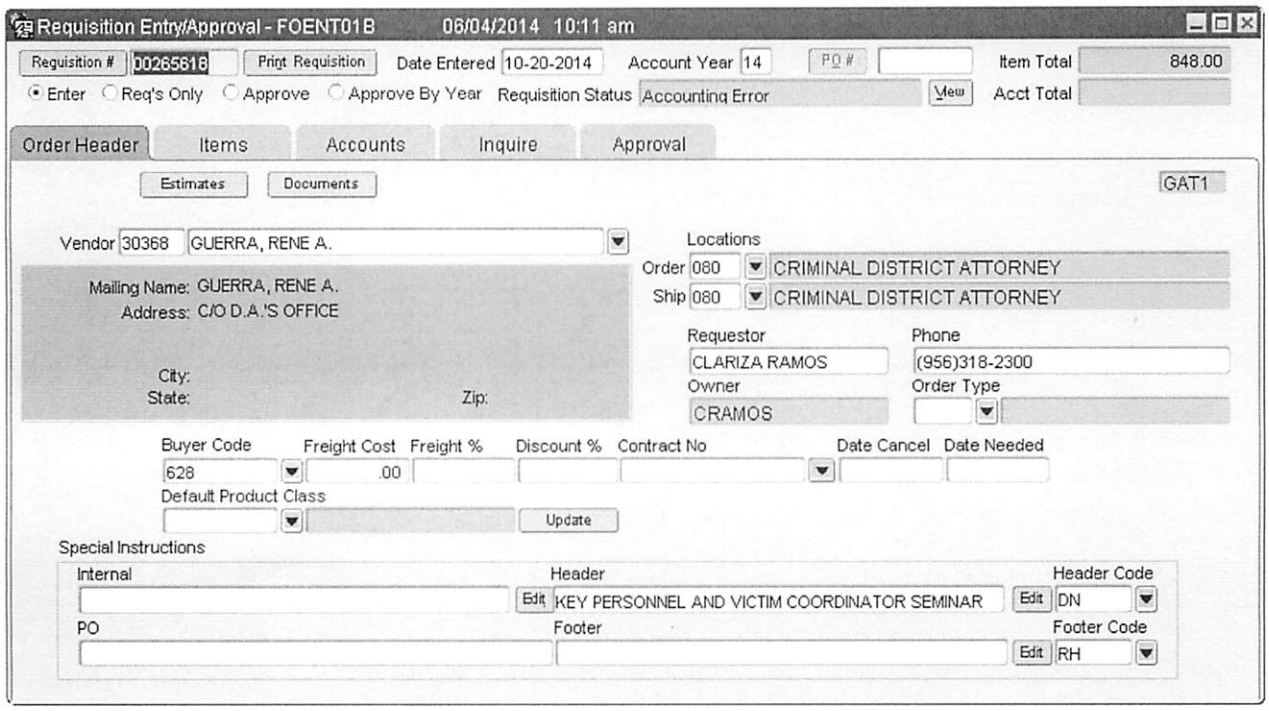
Requisition # 00265616
Print Requisition
Date Entered 10-20-2014
Account Year 14
PO #
Item Total 3,150.00
Enter Req's Only Approve Approve By Year
Requisition Status Needs Approval by DA
View
Acct Total 3,150.00
Order Header
Items
Accounts
Inquire
Approval
Inquire
Vendor Documents
Stipend Vendor:
Approve as Vendor
Allow Stipend
Order:
Approve
Disapprove
Approval Level Owner
TEXAS DISTRICT & COUNTY ATTORNEYS ASSOC
ATTN: DAYATRA ROGERS
505 WEST 12TH ST, STE 100
AUSTIN TX 78701
Type:
Order: CRIMINAL DISTRICT ATTORN
Ship: CRIMINAL DISTRICT ATTORNEY
Special Inst Internal: SUPPORT STAFF ATTENDING THE KEY PERSONNEL AND VICTIM
Po Special Inst:
Owner: CRAMOS
View
Line No Qnty Ordered Description Product Class Unit Price Final Cost
2 1 LETICIA YBARRA 96364 350.00 350.00
3 1 ADA GARZA 96364 350.00 350.00
4 1 ANDREA PEREZ 96364 350.00 350.00
5 1 DEBRA VILLARREAL 96364 350.00 350.00
6 1 ANGELA ZUNIGA 96364 350.00 350.00
7 1 MARIANA TREJO 96364 350.00 350.00
8 1 JESSICA MAYE 96364 350.00 350.00
9 1 NORMA CANTU 96364 350.00 350.00
Account Number Description Account Balance Amount
4-1100-412-00-080-002-0-584 CRIM DA-REGISTRATION FEES 803.62 3,150.00


Requisition Entry/Approval - FOENT01B 06/04/2014 10:11 am
Requisition # 00265618
Print Requisition
Date Entered 10-20-2014
Account Year 14
PO #
Item Total 848.00
Enter
Req's Only
Approve
Approve By Year
Requisition Status Accounting Error
View
Acct Total
Order Header
Items
Accounts
Inquire
Approval
Estimates
Documents
GAT1
Vendor 30368 GUERRA, RENE A.
Mailing Name: GUERRA, RENE A.
Address: C/O D.A.'S OFFICE
City:
State:
Zip:
Locations
Order 080 CRIMINAL DISTRICT ATTORNEY
Ship 080 CRIMINAL DISTRICT ATTORNEY
Requestor
CLARIZA RAMOS
Phone
(956)318-2300
Owner
CRAMOS
Order Type
Buyer Code
628
Freight Cost
.00
Freight %
Discount %
Contract No
Date Cancel
Date Needed
Default Product Class
Update
Special Instructions
Internal
Edit
Header
KEY PERSONNEL AND VICTIM COORDINATOR SEMINAR
Edit
Header Code
DN
PO
Footer
Edit
Footer Code
RH

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 09/09/14

DEPARTMENT NAME: DISTRICT ATTORNEY

TOTAL NUMBER OF EMPLOYEES TRAVELING: 9

NAME & TITLE OF EMPLOYEE(S) TRAVELING: LETICIA CHAVEZ, LETICIA ISLAS, JESSICA MAYE, NORMA CANTU, ADA GARZA, ANDREA PEREZ, DEBRA VILLARREAL, ANGELA ZUNIGA, MARIANA TREJO

EVENT INFORMATION

TITLE OF EVENT:	KEY PERSONNEL SEMINAR		
EVENT DATE(S) FROM:	11/05/14	TO:	11/07/14
DEPARTURE DATE:	11/05/14	RETURN DATE:	11/07/14
LOCATION OF EVENT: CITY:	SAN ANTONIO	STATE:	TX

PURPOSE OF TRAVEL

Place an "X" by the applicable purpose of the trip.

_____ To obtain statutorily required continuing professional education.

_____ To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

__X__ To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County.

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 3,150.00	
Subtotal for Object Code 584	$ 3,150.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY		
3. TAXI FARE	$ -	
4. BUS FARE		
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ 508.60	
8. TELEPHONE CALLS		
9. PARKING	$ -	
10. LODGING	$ 1,980.08	
11. MEALS	$ 1,053.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 3,541.68	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 6,691.68	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	
Private Vehicle**	X
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

I certify that:

__X__ Trip expenses are necessary and will be incurred for official county business.

__X__ Reasonable efforts to minimize the use of county funds have been explored.

__X__ Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
FOR RENE GUERRA	10/16/2014		

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:

2 vehicles

454.1 miles/each

Notes

Debbie V - 4. fit

Letty Chavez - 5. can fit.

mapquest

Trip to:

205 E Houston St

San Antonio, TX 78205-1801

227.05 miles / 3 hours 37 minutes

(454.1 x 2 = 908.2

		Download Free App
A	**100 N Closner Blvd**, Edinburg, TX 78539-3523	
●	1. Start out going **north** on **N Closner Blvd / US-281 Bus N / TX-113** toward **E McIntyre St / TX-107**. Continue to follow **US-281 Bus N / TX-113**. Map	**4.1 Mi** *4.1 Mi Total*
NORTH 281	2. Merge onto **US-281 N**. Map	**152.9 Mi** *156.9 Mi Total*
NORTH 37	3. Merge onto **I-37 N**. Map	**68.9 Mi** *225.9 Mi Total*
141 EXIT	4. Take **EXIT 141** toward **Commerce St / Downtown / The Alamo**. Map	**0.3 Mi** *226.1 Mi Total*
	5. Merge onto **I-37 Access Rd**. Map	**0.06 Mi** *226.2 Mi Total*
	6. Turn **left** onto **E Commerce St**. Map *BEST WESTERN PLUS Sunset Suites-Riverwalk is on the corner* *If you reach I-37 N you've gone about 0.2 miles too far*	**0.6 Mi** *226.8 Mi Total*
	7. Turn **right** onto **Navarro St**. Map *Navarro St is just past N Presa St* *Leapin' Lizard Pub is on the left* *If you reach S Saint Marys St you've gone about 0.1 miles too far*	**0.2 Mi** *227.0 Mi Total*
	8. Turn **left** onto **E Houston St**. Map *E Houston St is just past College St* *Toscana Ristorante is on the corner* *If you reach Peacock Aly you've gone a little too far*	**0.08 Mi** *227.0 Mi Total*
■	9. **205 E HOUSTON ST** is on the **right**. Map *If you reach N Saint Marys St you've gone a little too far*	
B	**205 E Houston St**, San Antonio, TX 78205-1801	

Total Travel Estimate: **227.05 miles - about 3 hours 37 minutes**

©2014 MapQuest, Inc. Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use. View Terms of Use

AI-47017 **District Attorney 10. B.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval of the following expense in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
CDW Government INC.	$10,493.04	DROBO 27.6 TB	Need to replace the current hard drives being used to backup the file servers.

BACKGROUND

Our current hard drives that are being used to backup our file server files are no longer working and need to be replaced. A line item has been submitted under agenda item 47014 to cover the expenses of the DROBO. A requisition will been finalized once funding is in place. Requisition number is 265532.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1223-412-00-080-007-0-xxx

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

BUDGETARY IMPACT:

Pending CC approval of CONSENT AI- 47014 in the amount of $5,494.00.

Notes: Object code 745 currently has an available balance of $5,000.00 as of 10/24/2014.

Attachments

DA-DROBO

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 09:25 AM
Obdett Calzada	Obdett Calzada	10/24/2014 04:35 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Roy Cazares Started On: 10/15/2014 04:21 PM

Final Approval Date: 10/24/2014

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FQNV807	6078613	10/13/2014

BILL TO:
ROY CAZARES
100 N CLOSNER BLVD FL 5

Accounts Payable
EDINBURG , TX 78539-3523

Customer Phone #956.318.2300

SHIP TO:
HIDALGO COUNTY DISTRICT ATTORNEY
Attention To: ROY CAZARES
100 N CLOSNER BLVD FL 5

EDINBURG , TX 78539-3523
Contact: ROY CAZARES 956.318.2300

Customer P.O. # DROBO QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JUAN CAMARGO 866.405.6241	DROP SHIP-GROUND	MasterCard/Visa Govt	STATE

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2827484	DROBO 27.6TB 1200I 12BAY W/SAS & SSD Mfg#: DR-B1200I-1A21-Q9R Contract: TCPN - Technology Solutions R5106 R5106	10,493.04	10,493.04
		SUBTOTAL		10,493.04
		FREIGHT		0.00
		TAX		0.00

US Currency

TOTAL 10,493.04

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.6472

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdw.com/content/terms-conditions/product-sales.asp
For more information, contact a CDW account manager.

AI-47014 **2014 Intradept. (line item) Transfer**
CC CONSENT
Meeting Date: 10/28/2014
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY

Information

CAPTION
2014 - District Attorney's Office (1223)

BACKGROUND
Monies will be used to purchase a backup system to backup our computer servers.

Attachments

DAINVLIT2014-06

Form Review

Inbox	Reviewed By	Date
	Form Started By: Roy Cazares	Started On: 10/15/2014 04:15 PM

INTRA-DEPARTMENTAL TRANSFER

DATE: October 28, 2014
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 4-1223-412-00-080-007-0-XXX - Investigation Fund
Subject: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
OBJECT CODE	ACCOUNT (OBJECT) NAME		OBJECT CODE	OBJECT NAME	AMOUNT
748	Other Equipment	→	745	Computer Equipment	$ 5,494.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→		TOTAL	$ 5,494.00

REASON:
Monies will be used to purchase a backup system to backup our server files.

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CLERK

AI-47013 **County Clerk 11. A.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Requesting approval of the Official Bond for Justice of the Peace, Pct. 3, PL. 2 Marcos Luis Ochoa - Filed at the Hidalgo County Clerk's Office on October 15, 2014.

BACKGROUND

Attachments

Official Bond

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/17/2014 02:14 PM
Obdett Calzada	Obdett Calzada	10/21/2014 04:03 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Sandra Solis Started On: 10/15/2014 03:55 PM

Final Approval Date: 10/24/2014

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Texas

Western Surety Company

FILED
AT 11:21 O'CLOCK A M
OCT 15 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Hidalgo } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 62189830

That we, Marcos Luis Ochoa, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto [1] County Judge, his successors in office, in the sum of [2] Five Thousand and 00/100 DOLLARS ($5,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 15th day of October, 2014.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 14th day of October, 2014, duly Appointed (Elected—Appointed) to the office of Justice of the Peace in and for [3] Hidalgo County, State of Texas, for a term of 1 year commencing on the 14th day of October, 2014.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall [4]

faithfully amd impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

WESTERN SURETY COMPANY SEAL SOUTH DAKOTA

x Marcos Ochoa
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

FILED
AT 11:21 O'CLOCK AM
OCT 15 2014
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, Marcos Luis Ochoa, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Justice of the Peace, Prec 3, Place 2, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Marcos Ochoa

Sworn to and subscribed before me at Edinburg, Texas, this 15th day of October, 2014.

Cynthia E Borrego

SEAL

CYNTHIA E BORREGO
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 12/01/14

Hidalgo County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____, _____

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ___M., and duly recorded the _____ day of _____, _____, at _____ o'clock ___ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 15th day of October, 2014, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

S. EICH
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

S. Eich
Notary Public

My Commission Expires February 12, 2015

AI-47032 **Sheriff's Office 12. A.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office OCDETF - (1284):
Approval to correct the Federal Agency investigation number and the OCDETF/ Strategic Initiative Number, previously approved by Commissioners Court on 09/30/14 (AI 46612), as follows:

Federal Agency investigation number: M5-14-0001
OCDETF Strategic Initiative Number/ Investigation Number: SW-TXS-0968.

BACKGROUND

Federal Agency Investigation Number-

Incorrect: M5-13-0022

Correct: M5-14-0001

Investigation Number-

Incorrect: SW-TXS-0910

Correct: SW-TXS-0968

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-421-00-280-064-5-131

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

BUDGETARY IMPACT:

No budgetary impact. Correction to Federal Agency investigation number and the OCDETF/ Strategic Initiative Numbers.

THE BELOW INFORMATION APPROVED BY CC ON 09/30/14 (AI-46612) IS FOR REFERENCE ONLY:

Grant Fiscal Year: 2015
County Fiscal/ Calendar Year: 2014
Account Fiscal Year: 5

Appropriation of funds in the total amount of $15,000.00 for the Organized Crime Drug Enforcement

Task Forces (OCDETF)

Funding is for period of 10/1/14 to 9/30/15.

Revenue account # 4-1284-331-12-280-064-5-000 - OCDETF

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account No. 4-1100-421-00-280-001-0-XXX).

Attachments

Corrected Agreement

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/20/2014 02:59 PM
Budget & Management	Veronica Ortiz	10/22/2014 09:29 AM
Rosalinda Cantu	Rosie Cantu	10/23/2014 04:20 PM
Manuel Chapa	Manuel Chapa	10/24/2014 08:28 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 10/17/2014 11:46 AM

Final Approval Date: 10/24/2014

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
Agreement
FOR THE USE OF THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 74-6000717 DC#: **P-32-**
CFDA #: 16.111

Amount Requested:

$ 15,000.00

Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative Number: SW-TXS-0968

Federal Agency Investigation Number: M5-14-0001

From: October 1, 2014
Beginning Date of Agreement

To: September 30, 2015
Ending Date of Agreement

State or Local Agency Name and Address:

Hidalgo County Sherrif's Office
711 El Cibolo Road
Edinburg, TX 78541

State or Local Agency Narcotics Supervisor: Chief Deputy Mario Lopez
Telephone Number: (956) 383-8114

E-mail Address: mario.lopez@hidalgoso.org

Fax # (if applicable): (956) 393-6179

Sponsoring Federal Agency Group/Squad Supervisor: GS Jesus R. Gonzalez

Telephone Number: (956) 992-8427

E-mail Address: jesus.r.gonzalez@usdoj.gov

Sponsoring Federal Agency(ies):
Drug Enforcement Administration

Please provide the name, telephone number, e-mail address, and fax number for the **administrative or financial staff person at the State or Local Agency, who is directly responsible for the billing on the Reimbursement Request:**

Name: Hector Sandoval, Grant Accountant

Telephone Number: (956) 318-2511

E-mail Address: hector.sandoval@auditor.co.hidalgo.tx.us

Fax # (if applicable): (956) 318-2577

AI-47095 **Sheriff's Office 12. B.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Memorandum of Understanding between the Hidalgo County Sheriff's Office and Precinct 2 Constable's Office for the transfer of two vehicles under equitable sharing, as allowed by *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies*.
2. Approval of authorization for County Judge, as authorized official, to sign the required document.

BACKGROUND

The two vehicles are fully equipped emergency vehicles.

See attached Asset Transfer Forms.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal/budgetary impact.

Constable Precinct 2 Office will be responsible for all repairs and maintenance on transferred vehicles.

Attachments

MOU.Vehicles

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	10/22/2014 04:25 PM
Budget & Management	Debbie Tamez	10/24/2014 04:55 PM
Manuel Chapa	Manuel Chapa	10/24/2014 05:02 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Emilia Uriegas Started On: 10/22/2014 12:26 PM

Final Approval Date: 10/24/2014

STATE OF TEXAS)
)
COUNTY OF HIDALGO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into, by and between the **HIDALGO COUNTY SHERIFF'S OFFICE**, hereinafter called "HCSO", and the **COUNTY OF HIDALGO PRECINCT 2 CONSTABLE'S OFFICE**, hereinafter called "CONSTABLE'S OFFICE".

WITNESSETH:

WHEREAS, HCSO has certain surplus equipment and CONSTABLE'S OFFICE has a need for such surplus equipment which will be utilized in crime prevention and law enforcement (hereinafter "Equipment");

WHEREAS, HCSO and CONSTABLE'S OFFICE have common law enforcement and crime prevention goals and close government ties and the CONSTABLE'S OFFICE has a need for such Equipment to continue their efforts;

WHEREAS, HCSO and CONSTABLE'S OFFICE affirm that both parties are in compliance with the Agreement, Certification, and Audit provisions under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies*;

WHEREAS, HCSO purchased the Equipment with Asset Forfeiture Program Funds (Equitable Sharing), and the transfer of Equipment is allowable under *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies.*

NOW THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to crime prevention and law enforcement, HCSO and CONSTABLE'S OFFICE hereby agree as follows:

1. **EQUIPMENT SHARING:** HCSO will permanently transfer to the CONSTABLE'S OFFICE certain surplus designated Equipment owned by HCSO which is identified below and described in detail in exhibit "A" and "B" attached hereto:

Description	County Asset No.	Serial Number
1. 2008 Chevy Tahoe	61259	1GNEC03088R227265
2. 2010 Ford Crown Victoria	61270	2FABP7BVXAX133329

2. **IN CONSIDERATION OF THE EQUIPMENT SHARING:** CONSTABLE'S OFFICE agrees to the following:

   A. CONSTABLE'S OFFICE will accept permanently transferred Equipment in "as-is" condition and acknowledges that HCSO makes no warranty in any manner as to the fitness of the equipment for any purpose.

B. CONSTABLE'S OFFICE will be responsible for all Equipment repairs and Maintenance, along with proper inventory reporting.

C. CONSTABLE'S OFFICE agrees that Equipment shall be solely used for law enforcement purposes.

D. CONSTABLE'S OFFICE agrees to follow *The Guide to Equitable Sharing for State and Local Law Enforcement Agencies* as outlined in section VIII of The Guide regarding tangible property.

HCSO will receive no compensation from CONSTABLE'S OFFICE for any EQUIPMENT shared and/or transferred pursuant to this agreement. This agreement becomes effective on the Date it is signed by both parties. This agreement can be terminated upon thirty (30) days written notice.

COUNTY OF HIDALGO COUNTY SHERIFF'S OFFICE

By: _____ _____
Ramon Garcia, Hidalgo County Judge Date

By: _____ _____
J.E. "Eddie" Guerra, Hidalgo County Sheriff Date

COUNTY OF HIDALGO PRECINCT 2 CONSTABLE'S OFFICE

By: _____ _____
Martin Cantu, Hidalgo County Constable Pct. 2 Date

APPROVED AS TO FORM
Hidalgo County District Attorney's Office

By :_____ Date: _____
Josephine Ramirez Solis, Assistant DA

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Hidalgo County Constable Pct. No. 2	292
TRANSFER FROM:	Hidalgo County Sheriff's Office	285

TF# _____

CONTACT INFORMATION:

NAME (PRINT Capt. Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-393-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Motorola APX 7500 Vehicle Radio	58117	656CNZ0502	G
2	2010 Ford Crown Victoria	61270	2FABP7BVXAX133329	G
3	Havis Premium Console Package	61338	None	G
4	Havis Filler Plate	n/a	None	G
5	6 Whelen Vertex Super LED Lights	n/a	None	G
6	2 Whelen LINZ 6 Linear Super LED Lightheads	n/a	None	G
7	Whelen Compact Speaker	n/a	None	G
8	Whelen Compact Speaker Mounting Bracket	n/a	None	G
9	Federal Signal Headlight/ Tailight Flasher	n/a	None	G
10	Havis Chargeguard- Select	n/a	None	G
11	Pro-Gard Push Bumper	62092	None	G
12	Pro-Gard Window Armor (Steel Window Bars)	n/a	None	G
13	Whelen Siren, 9 Switch Light Control	61368	N295591	G
14	Pro-Gard Security Partition	61318	None	G
15	Whelen Freedom Houston Special Lightbar	61510	97606	G
16	Whelen Lightbar Strapkit	n/a	None	G
17	Pro-Gard Lower Partition Plate	n/a	None	G

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT. _____ _____

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: _____

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*		
Contact Person transferring item(s) out	Richard Ozuna		
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

AI-47094 **Sheriff's Office 12. C.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of authorization for the Hidalgo County Sheriff's Office to continue participation in the Texas 1033 Surplus Property Program.
2. Authorization for County Judge, as authorized official, to sign the required documents.

BACKGROUND

The program provides the opportunity to request the transfer of property from the Department of Defense (pursuant to 10 U.S.C., Subsection 2576a).

The purpose is the yearly renewal of the program application.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal/budgetary impact.

Attachments

Documents

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	10/22/2014 04:25 PM
Budget & Management	Debbie Tamez	10/24/2014 04:54 PM
Manuel Chapa	Manuel Chapa	10/24/2014 04:56 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Emilia Uriegas Started On: 10/22/2014 11:57 AM

Final Approval Date: 10/24/2014

LAW ENFORCEMENT AGENCY (LEA)
APPLICATION FOR PARTICIPATION

*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW ○ UPDATE ◉ SCREENER ID (Update Only): _____

AGENCY: Hidalgo County Sheriff's Office

PHYSICAL ADDRESS (No P.O. Box): 711 El Cibolo Rd.

MAILING ADDRESS (If different than above): P.O. Box 1228

CITY: Edinburg STATE: Texas

ZIP: 78542 EMAIL: richard.ozuna@hidalgoso.org

PHONE: 956-393-6022 FAX: 956-393-6021

NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 293 PART-TIME: 0 RESERVE: 83

SCREENER(S) POC: MUST HAVE AT LEAST ONE

***MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup**

SCREENER/MAIN POC: Captain Richard Ozuna richard.ozuna@hidalgoso.org

SCREENER/POC #2: Sergeant Steven Cortez steven.cortez@hidalgoso.org

SCREENER/POC #3: Senior Deputy Daniel Fuentes daniel.fuentes@hidalgoso.org

SCREENER/POC #4: Senior Deputy Ricardo Garcia ricardo.garcia@hidalgoso.org

WEAPON POC (Optional): Senior Deputy Ricardo Garcia ricardo.garcia@hidalgoso.org

AIRCRAFT POC (Optional): _____

INVENTORY CHECK

Does the Agency currently have any equipment from the 1208/1033 Program? YES ◉ NO ○

WEAPONS:	YES ◉	NO ○	AIRCRAFT:	YES ○	NO ◉	WATERCRAFT:	YES ○	NO ◉
TACTICAL VEHICLES:	YES ○	NO ◉	OTHER CONTROLLED PROPERTY:	YES ○	NO ◉	DEMIL A (LESS THAN A YEAR OLD):	YES ◉	NO ○

***By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.**

***Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.**

CHIEF EXECUTIVE OFFICIAL/: HEAD OF LOCAL AGENCY

J.E. "Eddie" Guerra **DATE:** _____
PRINTED NAME

_____
SIGNATURE

STATE COORDINATOR: (NOT REQUIRED FOR FEDERAL)

Skylor Hearn **DATE:** _____
PRINTED NAME

_____
SIGNATURE

TEXAS 1033 SURPLUS PROPERTY PROGRAM
SUPPLEMENTAL DATA SHEET

Date: _____

Agency: Hidalgo County Sheriff's Office

Phone: (9563936022 **Alternate Phone:** (9563817979

Fax: (9563936021

Website (if applicable): _____

Screener #1: Captain Richard Ozuna richard.ozuna@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Screener #2: Sergeant Steven Cortez steven.cortez@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Screener #3: Senior Deputy Daniel Fuentes daniel.fuentes@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Screener #4: Senior Deputy Ricardo Garcia ricardo.garcia@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Senior Deputy Ricardo Garcia ricardo.garcia@hidalgoso.org
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL[1]

Signature: _____

Name: J.E. "Eddie" Guerra

Title: Sheriff

Email: sheriff.guerra@hidalgoso.org

AUTHORIZED OFFICIAL[2]

Signature: _____

Name: Ramon Garcia

Title: County Judge

Email: ramon.garcia@co.hidalgo.tx.us

[1] Agency Chief Executive Official – Chief of Police or County Sheriff.

[2] Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

TEXAS 1033 SURPLUS PROPERTY PROGRAM
RELEASE OF LIABILITY

AGENCY: Hidalgo County Sheriff's Office Edinburg, Hidalgo, Texas
City, County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property")

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Texas or the Texas Department of Public Safety to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Department of Public Safety assumes any liability for damages or injuries to any person or property arising from the use of the Transferred Property. By signing this agreement, the LEA agrees, subject to the appropriation of sufficient funds, to be solely responsible for any and all suits, actions, demands or claims of any nature arising for its use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Texas nor the Texas Department of Public Safety make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinators Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

The LEA acknowledges that it is the sole responsibility for any and all costs associated with the Transferred Property, including but not limited to, packing, crating, handling, transportation, repossession and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapon parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL (1):

_____ _____

Signature Date

J.E. "Eddie" Guerra, Sheriff

Name/Title

AUTHORIZED OFFICIAL (2):

_____ _____

Signature Date

Ramon Garcia, County Judge

Name/Title

*The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machine gun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot automatically more than one shot, without manual reloading, by single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

(1) Agency Chief Executive Official – Chief of Police or County Sheriff
(2) Authorized Official – County Judge, Mayor or City Manager/Administrator, University/College President or Director

STATE PLAN OF OPERATION BETWEEN

THE STATE OF TEXAS

AND THE

Hidalgo County Sheriff's Office

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of **Texas** and the Hidalgo County Sheriff's Office, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to Title 10 USC § 2576a and to promote the efficient and expeditious transfer of the property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by Title 10 USC § 2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counter-drug/counter-terrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the DLA in determining whether property is suitable for use by agencies in law enforcement activities. DLA defines law enforcement activities as activities performed by government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority.

The Governor of the State of **Texas** has designated in writing with an effective date of **August 8, 2011** to implement this program statewide as well as conduct management and oversight of this program. Funding to administer this program is provided by **the Texas Department of Public Safety**. The funding is used to administer the program and to provide support and assistance to the Law Enforcement Agencies (LEAs), via computer/telephone assistance and occasional physical visits to the LEAs. The facilities, staffing to provide the support to the LEAs within the State of **Texas** are as follows:

State Coordinator (SC): **Skylor Hearn**

(if appointed) State Point of Contact (SPOC): **Rolando Ayala**

(if appointed) State Point of Contact (SPOC): **Laurie Patterson**

(if appointed) State Point of Contact (SPOC): _____

The State Coordinator contact information is:

Agency Address/Location: **5805 North Lamar Boulevard, Austin, Texas 78773**

EMAIL/Contact Phone Numbers: **Texas1033program@dps.texas.gov 512-424-7590**

Fax Number: **512-424-7591**

Hours of Operation: **Monday-Friday, 7:30 am - 4:30 pm**

The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for conditional transfer to law enforcement activities.

B. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

C. Property available under this agreement is for the current use of authorized program participants; it will not be requested nor issued for speculative use/possible future use. Property will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, to secure a loan, or to otherwise supplement normal LEA or State/local governmental entities budgets. All requests for property will be based on bona fide law enforcement requirements. Under no circumstances will property be sold or otherwise transferred to non-U.S. persons or exported. Loaning to non-participants of the DLA LESO Program is not authorized.

D. Requests for property solely for the purpose of cannibalization, and cannibalization of DOD property currently on an LEA inventory, must be submitted in writing thru the State Coordinators office to DLA Disposition Services LESO for approval. The DLA Disposition Services LESO will consider cannibalization requests on a case-by-case basis. Any transportation, repair, maintenance, insurance, disposal or other expenses associated with these assets is the sole responsibility of the LEA.

E. The DLA Disposition Services LESO reserves the right to recall any and all property issued through the LESO Program.

F. The DLA Disposition Services LESO conditionally transfers excess DOD property to States/LEAs enrolled in the LESO Program. DLA Disposition Services LESO retains permanent title to property with Demilitarization (DEMIL) Codes of B, C, D, E, F, G and Q (with an Integrity Code of 3), property with these DEMIL codes is also known as controlled property. Once the State/ LEA no longer have use for property in these DEMIL codes the property must either be transferred to another LEA with State approval first or returned to DLA Disposition Services for disposal.

G. The DLA Disposition Services LESO permanently passes title to property with DEMIL Codes of "A" and "Q" (with an Integrity Code of "6") to the State/LEA after one year from the initial transfer to the State/LEAs property book from the DLA Disposition Services inventory.

1. Property with DEMIL Codes of "A" and "Q" (with Integrity Code of 6) will be systematically archived upon meeting the one year mark and will no longer be on the LEAs inventory. Prior to this property being archived, the State and/or LEAs are still responsible for the accountability and physical control of the item (s).

2. Archived property is not subject to annual inventory requirements, and will not be inventoried during State or DLA Disposition Services LESO Program Compliance Review (PCR).

3. The State and/or LEA may dispose or sell DEMIL "A" and "Q" (with Integrity Code of 6) items that have been archived from the property book, in accordance with applicable Federal, State and local laws.

H. State and LEAs are not authorized to transfer or turn-in property issued under the LESO Program without State and DLA Disposition Services LESO approval. Property will not physically move until the approval process is complete.

I. Property obtained under this SPO must be placed into use within one (1) year of receipt, unless the condition of the property renders it unusable, in which case the property can be returned to the nearest DLA Disposition Services Site. If property is not put into use by the LEA within one (1) year, the State/LEA must coordinate a transfer of property to another LEA or request a turn-in to return the property to the nearest DLA Disposition Services Site.

IV. ENROLLMENT

A. For the purposes of this program, law enforcement activities are defined as Government agencies whose primary function is the enforcement of applicable Federal, State, Local laws, and whose compensated officers have powers of arrest and apprehension.

B. The State and LEA's shall:

1. LEA submits the Application for Participation to the State Coordinator for their approval.

2. Ensure only authorized LEA applications for LESO Program enrollment are submitted.

3. Approve/disapprove applicants in the LESO Program. The State Coordinator will only certify LEAs that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension.

4. Ensure LEAs enrolled in the LESO Program update their account information annually

in the current property accounting system. Annual update is defined as 365 days from initial date of enrollment and/or last update.

5. Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment.

C. State Required Compliance Criteria:

1. If the Application for Participation is approved by the State Coordinator, it will be forwarded to LESO. If approved by LESO, the State Coordinator's office will then provide the LEA with instructions for registering in both electronic systems used for screening, requisitions, and inventory management. Once approved for participation in the program, the LEA shall submit an updated application packet to the State Coordinator no later than January 31 each year or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.

2. Identification/Acquisition/Transportation of Property – Property may be identified electronically through the Reutilization Transfer Donation (RTD) website. Once identified, the LEA shall submit an electronic requisition through the RTD website. The State Coordinator shall approve/disapprove the request. Approved requests are sent to the LESO. LESO approved requests are routed to the Enterprise Business Solutions (EBS) or the "system". If the EBS approves, the LEA has fourteen (14) calendar days to make arrangements with the DLA site for removal of the property. It is the responsibility of the LEA to transport requested property from the DLA site to their location. DLA will not fund the transportation cost.

3. LEA Transfer of Responsibility – Program property is assigned to the LEA. A change in the Chief Executive Official (CEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property. If the new CEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return equipment to the nearest Disposition Center or transfer it to a qualifying LEA. The LEA remains responsible for existing property until the property is officially transferred or returned.

V. ANNUAL INVENTORY REQUIREMENT

A. Per the DLA Memorandum of Agreement (MOA) between DLA and the State, it is required to conduct an annual inventory certification of controlled property.

B. The State and LEA's shall:

1. Receive and validate incoming certified inventories and reconcile inventories with the LEA.

2. Ensure the LEAs provide serial numbers identified in annual inventory process for

inclusion in the DLA Disposition Services property accounting system, for Aircraft, Watercraft, Tactical Vehicles and Weapons and other unique items, as required.

3. Send confirmation, to the State Coordinator, when the LEAs inventory is reconciled in the DLA Disposition Services LESO property accounting system. This will serve as the State's confirmation that LESO Program controlled property within his/her State has been reconciled in the accounting system of record.

4. The State may suspend/terminate an LEA, as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

a. The LEA will complete inventories for their agency by January 31st of each year. The Fiscal Year (FY) is defined as October 1st through September 30th of each year. This provides the LEAs four months to physically inventory LESO Program property in their possession, and submit their certified inventories to their State Coordinators.

b. In addition to the certifying inventories, the State requires photographs for all Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons received through the LESO Program.

(1) The State requires front, side and data plate photos for Aircraft, Watercraft, Tactical Vehicles and other unique items as required that are received through the LESO Program.

(2) The State requires submission of serial number photos for each Aircraft, Watercraft, Tactical Vehicles, NVGs, Weapons and other unique items as required that are received through the LESO Program.

c. LEAs that fail to comply with the inventory by January 31st may be suspended/terminated from operations within the LESO Program. Further failure to submit the inventory may result in a LEA termination.

d. Validate the accountability of all High Profile (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property with each LEA following a domestic disaster within 60 days by having them conduct a physical inventory.

e. The LEA is aware that High Profile Commodities (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property is subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The State of **Texas** in accordance with the DLA Disposition Services Memorandum of Agreement is subject to Biannual Program Compliance Reviews. This review includes Law Enforcement Agencies that have DLA LESO issued property in their possession. Law Enforcement Agencies that may be selected by the DLA LESO will be subject to a DLA LESO

Property and documentation review. As a participant in the DLA LESO Program your Law Enforcement Agency may be subject to selection in these reviews. In addition to this requirement, the State will conduct annual internal 5% Program Compliance Reviews of LEAs participating in the LESO program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. Results of internal PCRs in terms of LEA non- compliance with terms and conditions of the LESO Program will be kept on-file at the State Coordinator's Office.

1. The State internal review will include, at minimum:

(a) A review of each selected LEAs LESO Program files.

(b) A review of the signed State Plan of Operation.

(c) A review of the LEA application and screener(s) letter.

(d) A physical inventory and/or approved custody card verification of LESO Program property at each selected LEA.

(e) A review of property accountability procedures to include the following criteria;

1.The proper security and storage of assets. (Secure controlled area with limited access).
2. Asset tracking and sign out procedures in place for LESO assets.
3. Prior approval of any transfer of high visibility assets.
4. Reporting of all lost, missing or stolen assets.
5. Identification of all unused property**

**The State and/or LEA will bear all expenses related to the repossession, transfer or turn-in of LESO Program property to a different LEA or the nearest DLA Disposition Service site.

(f) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, weapons documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any) and other pertinent documentation as required.

VII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property missing, lost, stolen, damaged, or destroyed must be reported to the State and DLA Disposition Services LESO.

1. Excess DOD personal property with a Demilitarization Code of B, C, D, E, F, G and Q (with an Integrity Code of 3) must be reported to the State and DLA Disposition Services LESO within

twenty-four (24) hours.

2. Excess DOD personal property with a Demilitarization Code of A or Q (with an Integrity Code of 6) must be reported to the State and DLA Disposition Services LESO within seven (7) days.

3. All reports are subject to the DLA Office of the Inspector General (OIG) inspection.

B. The DLA Disposition Services LESO may grant extensions to the reporting requirements listed above, on a case by case basis.

VIII. AIRCRAFT AND WEAPONS

A. Aircraft (fixed wing and rotary wing), may be transferred to the LEA for its use in law enforcement activities. The State Plan of Operation must ensure that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

Additionally, the following conditions apply:

Aircraft acquired *prior to* September 30, 1996, under the 1208 Program *were* considered "1208 Aircraft". Public Law 104-201, Section 1033 (b) (1) repealed all Section 1208. Therefore, all aircraft and/or aircraft parts are considered LESO Program aircraft and/or aircraft parts as of September 30, 1996. [As repealed by Pub. L. 104-201 Sec. 1033 (b) (1)]. Sale, trade or transfer of aircraft and/or aircraft parts (acquired prior to September 30, 1996) may be authorized by the DLA Disposition Services LESO, on a case by case basis. The DLA Disposition Services LESO reserves the right to approve or deny requests for sale, trade or transfer of all LESO Program aircraft and/or aircraft parts, regardless of when the aircraft was originally acquired.

B. Law Enforcement Agencies no longer requiring LESO Program weapons must request authorization to transfer or return weapons. Transfers and turn-ins of weapons must be approved by the State Coordinator and the DLA Disposition Services LESO. Weapons will not physically move until the approval process is complete. Weapons that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate weapon(s) with the correct, specific serial number(s).

IX. RECORDS MANAGEMENT

A. State Coordinator and LEAs enrolled in the LESO Program, must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the properties DEMIL codes. All documents concerning a property record must be retained.

1. Property records for items with DEMIL codes of A and Q (with a DEMIL Integrity code of 6) must be retained for two calendar years (CY) from approval date and then may be destroyed.

2. Property records for items with DEMIL codes of B, C, D, E, F, G and Q (with a DEMIL Integrity code of 3) must be retained for 5 years or for the life span of the property, whichever is longer.

3. Environmental Property records must be retained for fifty years, regardless of DEMIL code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).

4. LESO Program files must be segregated from all other records.

5. All property records must be filed, retained, and destroyed in accordance with the DLA Records Schedule. These records include, but are not limited to the following: DRMS Form 103, DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

X. PROPERTY ALLOCATION

A. The State and LEA's shall:

1. Ensure LEAs submit appropriate justifications when requesting excess DOD property via the LESO Program, and will ensure LESO Program property will be used for law enforcement purposes only.

2. Access the DLA Disposition Services LESO Website on a weekly basis for timely and accurate guidance, information and links concerning the LESO Program and ensure that all relevant information is passed on to participating LEAs.

3. Encourage and assist the Law Enforcement Agencies in the use of electronic screening of property via the DLA Disposition Services Reutilization, Transfer and Donation (RTD) Web.

4. Upon receipt of a valid LEA request for property, submit requests that ensure fair and equitable distribution of property to the greatest extent possible based on current LEA inventory and LEA justification for property. Generally no more than one of any item per officer will be allocated.

5. Maintain access to the DLA Disposition Services RTD Website to approve/ disapprove transfers, turn-ins and disposal requests from an LEA or to generate these requests at the State level and forward all approvals to the DLA Disposition Services LESO for action.

6. Assist the LEAs with enrollment, property request, transfer, turn-in and disposal procedures.

7. Review property requests in the DLA Disposition Services RTD Website and property receipts and conduct monthly reconciliations of property records.

8. Access the DLA Disposition Services RTD Web at a minimum of once daily (Monday thru Friday) to process LEAs requests for excess DOD property.

XI. PROGRAM SUSPENSION & TERMINATION

A. The LEA is required to abide by the terms and conditions of the State Plan of Operation in order to maintain active status.

B. The State and/or DLA LESO shall suspend or terminate an LEA:

1. Suspend LEAs in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the SPO. Suspension may lead to TERMINATION.

2. Suspend or terminate an LEA(s) and/or LEA POC(s) based upon their findings during internal program compliance reviews and/or spot checks at the State level.

3. Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and DLA Disposition Services LESO upon receipt.

4. Initiate corrective action to rectify suspensions and/or terminations placed upon the LEAs for failure to meet the terms and conditions of the LESO Program.

5. The State Coordinator will maintain contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by timeframe provided by the DLA Disposition Services LESO.

6. Provide documentation to the State and DLA Disposition Services LESO when actionable items are rectified by the LEA.

7. In the event of a LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services Site.

8. In cases relating to an LEA termination, the LEA will have 60 days to complete the transfer or turn-in of all LESO Program property in their possession.

9. Request reinstatement via the State Coordinator or SPOC(s) to full participation status at the conclusion of a suspension period.

10. The DLA Disposition Services LESO Program Manager has final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

XII. COSTS & FEES

A. All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program, is the sole responsibility of the LEA.

XIII. NOTICES

A. The State or DLA Disposition Services LESO, may, from time to time, propose modifications or amendments to the provisions of this SPO. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator or LEA to conform changes affecting their operations.

XIV. ANTI-DISCRIMINATION

A. By signing this SPO or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.

2. On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.

3. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the LEA.

XV. INDEMNIFICATION CLAUSE

A. To the extent permitted by law, the State Coordinator/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control. The State will maintain or assure that the LEA maintains adequate insurance to cover damages or injuries to persons or property relating to the use of the property. Self-insurance by the State/LEA is considered

acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of the property.

XVI. TERMINATION

A. This State Plan of Operation may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned Chief Executive Official for the LEA hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XVII. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Hidalgo County Sheriff's Office
Agency Name

J.E. "Eddie" Guerra
Type/Print Chief Executive Official Name

Chief Executive Official Signature — Date (MM/DD/YYYY)

Skylor Hearn
Type/Print State Coordinator

State Coordinator Signature — Date (MM/DD/YYYY)

XVIII. Addendum

A. As of July 1, 2014, the DLA LESO has implemented policy and procedural changes which place additional controls on certain excess DOD property with Demilitarization codes of Q (with an Integrity Code of 6). These items will be subsequently referred to as, "National Security Exemption (NSE) restricted DEMIL Q6 items". Section III-General Terms and Conditions, § G-H, has been amended via Section XVIII-Addendum, to reflect the additional controls placed on these items.

1. The DLA LESO will maintain a list of National Security Exemption (NSE) restricted DEMIL Q6 items, by National Stock Numbers (NSN), which will be treated as controlled property.

2. All items falling into this category that were acquired with an MRO/Ship date after July 1, 2013, will be treated as controlled property, and will *not* be systematically archived from the DLA LESO inventory. Law Enforcement Agencies are not authorized to sell NSE restricted Q6 items.

3. When an NSE restricted DEMIL Q6 item is no longer needed by a Law Enforcement Agency, the item must be turned back into a DLA Disposition Services location or transferred to another participating Law Enforcement Agency within the DLA LESO.

4. For Annual Inventory purposes, Law Enforcement Agencies who obtain or have obtained NSE restricted DEMIL Q6 items after July 1, 2013, must now provide Serial numbers for these items. In addition, photographs of these items may also be required, if the item falls into a Federal Supply Group (FSG) of 10, 15, 19 or 23.

5. Law Enforcement Agencies may request to sell items with a DEMIL Code of Q (with an Integrity Code of 6), which *do not* fall into the category of NSE restricted items, but must gain State Coordinator and DLA LESO approval, *prior to* the actual sale of such items. These items will *not* be systematically archived from the DLA LESO inventory.

6. Only excess property with a DEMIL Code of A will continue to systematically archive from the DLA LESO inventory one year from MRO/Ship date. Title for items in this category will continue to pass to the LEA.

The aforementioned changes to the State Plan of Operation (SPO) are acknowledged and accepted by the following individuals:

J.E. "Eddie" Guerra
Type/Print Chief Executive Official Name

Chief Executive Official Signature — Date (MM/DD/YYYY)

SKYLOR HEARN
Type/Print State Coordinator Name

State Coordinator Signature — Date (MM/DD/YYYY)

AI-46940 **Tax Office 13. A.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Tax Office **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to authorize the Hidalgo County Tax Assessor-Collectors Office to assess and collect the $20 Scofflaw Fee upon renewal of Vehicle Registration.

BACKGROUND

Attachments

LEGAL

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	10/24/2014 11:39 AM
Budget & Management	Veronica Ortiz	10/24/2014 11:42 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Sylvia Solis Started On: 10/09/2014 05:00 PM

Final Approval Date: 10/24/2014

RENE GUERRA

MEMORANDUM

TO: Hidalgo County Tax Assessor-Collector, Office of Budget and Management, and Information and Technology Department

FROM: Criminal District Attorney, Rene Guerra

Date: September 8, 2014

RE: INQUIRY REGARDING THE COLLECTION OF COUNTY SCOFFLAW FEES

My office received an inquiry regarding which office or department collects the Scofflaw fee under Texas Transportation Code Section 502.010 ("Fee"), as it relates to the Fee assessed by justice of the peace ("JP") courts.

The Hidalgo County Commissioners Court has previously taken action to impose a $20.00 Scofflaw fee to all JP cases with outstanding balances over 90 days, and authorized the Tax Assessor-Collector's Office to administer the $20.00 Scofflaw fee. (*See* AI-34251 CC Regular 09/18/12). Although subsection (f-1) of Section 502.010 implies that the "tax-assessor" or "another county department" could collect the Fee, the Commissioners Court action was not specific as to the actual collection of the Fee. In a previous opinion, the Attorney General's Office stated that "[a]s the principal governing body of the county, the commissioners court may decide who assesses and collects the [Fee]." (*See* Attorney General Opinion No. GA-1006, at 3; 2013).

As such, the authority to decide which office or department assesses and collects the fee resides with the Hidalgo County Commissioners Court. Therefore, I would recommend that this matter be presented to the Hidalgo County Commissioners Court for clarification.

Should you have any questions or concerns, please do not hesitate to contact me, and/or the County Affairs Section of my office at 318-2313.

AI-47091 **Health & Human Services Dept. 14. C.**

CC - REGULAR

Meeting Date: 10/28/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Hida-Rey Binational Health Council award in the amount of $2,450.00.
2. Requesting approval of the Certification of Revenue.
3. Requesting approval of the budget appropriation in the amount of $2,450.00.

BACKGROUND

04/29/14 - AI-43982 - Approval to submit request for funds.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1293-441-00-340-054-4-XXX

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

BUDGETARY IMPACT:

No local match required.

Revenue account: 4-1293-331-12-340-054-4-000 BBHW - Grant Revenue

Attachments

Award Email

Grant Award

APPROPRIATION

COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 12:47 PM
Manuel Chapa		10/24/2014 04:39 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Mike Escaname Started On: 10/22/2014 11:50 AM

Final Approval Date: 10/24/2014

From: "Davis-Howe,Yvette (HHSC)" <Yvette.Davis-Howe@hhsc.state.tx.us>
To: "eddie.olivarez@hchd.org" <eddie.olivarez@hchd.org>, "miguel.escaname@hchd.org" <miguel.escaname@hchd.org>
Cc: "Martinez,Kathie (DSHS)" <Kathie.Martinez@dshs.state.tx.us>
Subject: Border Binational Health Week 2014
Date: 10/22/2014 10:56:02 AM

Attached is confirmed purchase order **#53700-5-0000409898** for event planning for Border Binational Health Week 2014 for HIDA-REY Binational Health Council.

Please INVOICE under this PO number and sent to bill to address.

If you have any questions feel free to contact me.

Yvette Davis
Procurement Contracting Services (PCS)
5425 Polk Street
Houston, Texas 77023
(713) 767-2464
(713) 767-3903 Fax
yvette.davis@hhsc.state.tx.us

Dept of State Health Services

Purchase Order

Dispatch via Print

Payment Terms	Freight Terms	Ship Via
Net 30	Prepaid & Allow	BEST WAY

If advertised by informal bid,Invitation for Offer,or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.

Purchase Order 53700-5-0000409898

Date	Revision	Page
10/22/2014		1

Ship To: Human Svcs: Warehouse (HSW)
Department of State Health Services
1111 W North Loop
Austin TX 78756
United States

Vendor: 1746000717
HIDALGO COUNTY
1304 S 25TH AVE
EDINBURG TX 78542-7205

Bill To: Invoice-DSHS Fiscal Claims
Department of State Health Services
Claims Unit Mail Code 1940
PO Box 149347
Austin TX 78714
United States
Phone: 512-776-3210
Fax: 512-458-7442
Email: invoices@dshs.state.tx.us

Purchaser: Davis-Howe,Yvette (ECPS) 713/767-2464

Line-Sch	Inventory Item ID - Line Description	Class-Item	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Event planning for Border Binational Health Week 2014 for HIDA-REY Binational Health Council 962-34		1.00 EA	2,450.00000	2,450.00	10/22/2014

Agency Contact: Kathie Martinez
PH: 512-776-3736
FAX: 512-776-7262
Email: kathie.martinez@dshs.state.tx.us

Vendor: Hidalgo County Health Dept.
1304 S. 25th Ave.
Edinburg, TX 78542
PHONE/FAX: (956) 383-6221 / (956) 318-2431
VENDOR NUMBER AND LOC CODE: 746000717
CONTACT NAME: Eduardo Olivarez / Miguel Escaname
EMAIL: eddie.olivarez@hchd.org / miguel.escaname@hchd.org
****

HHSC-ECPS Purchasing Contact:
Yvette Davis
Phone: 713/767-2464
Fax: 713/767-3903
Email: yvette.davis-howe@hhsc.state.tx.us
=-=-=-

Dept of State Health Services

Purchase Order

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Date	Revision	Page
10/22/2014		2

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United States

Vendor: 1746000717
HIDALGO COUNTY
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EDINBURG TX 78542-7205

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Purchaser: Davis-Howe,Yvette (ECPS) 713/767-2464

Line-Sch	Inventory Item ID - Line Description	Class-Item	Quantity UOM	PO Price	Extended Amt	Due Date

No substitutions or cancellations are permitted without prior approval by Dept of State Health Services. If contractor fails to deliver by promised delivery date (or reasonable time thereafter) or fails to meet requirements, Dept of State Health Services reserves the right to purchase elsewhere and charge an increased cost and handling to contractor.

Overshipments will not be accepted unless authorized by Buyer prior to shipment. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Dept of State Health Services and Contractor to attempt to resolve all disputes arising under the contract.

Authorized Signature

Yvette Davis-Howe, CTP

DATE: Octo er 28, 2014

DEPARTMENT HEAD: Eduardo O i are , C ie Administrati e O icer

DEPARTMENT NAME: Hida o County Hea t Human Ser ices Department

ACCOUNT NUMBER: 4-1293-441-00-340-062-4-XXX BBHW

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Supp ies		
4-1293-441-00-340-054-4-601	BBHW - Office & Computer Supplies	$ 1,000.00
4-1293-441-00-340-054-4-603	BBHW - Educational / Instructional Supplies	$ 1,450.00
	TOTAL APPROPRIATION	$ 2,450.00
4-1293-331-12-340-054-4-000	BBHW - Grant Revenue	$ 2,450.00
	TOTAL APPROPRIATION	$ 2,450.00

REASON: To appropriate the BBHW FY 14 program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. 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

October 24, 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 § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$2,450.00	Award No. 53700-5-0000409898 Border Binational Health Week (BBHW)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/27/14
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-47091 **Health & Human Services Dept. 20. C.**

CC - REGULAR

Meeting Date: 10/28/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Hida-Rey Binational Health Council award in the amount of $2,450.00.
2. Requesting approval of the Certification of Revenue.
3. Requesting approval of the budget appropriation in the amount of $2,450.00.

BACKGROUND

04/29/14 - AI-43982 - Approval to submit request for funds.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1293-441-00-340-054-4-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Award Email

Grant Award

APPROPRIATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 12:47 PM
Budget & Management	Veronica Ortiz	10/22/2014 12:47 PM
Manuel Chapa		
Auditor's Office		
Purchasing Department		

Form Started By: Mike Escaname Started On: 10/22/2014 11:50 AM

Cynthia Paslak

From: Mike Escaname [miguel.escaname@hchd.org]
Sent: Wednesday, October 22, 2014 1:47 PM
To: cynthia.paslak@auditor.co.hidalgo.tx.us
Cc: deborah.fischer@auditor.co.hidalgo.tx.us
Subject: BBHW 2014 - Certification of Revenue Request - $2,450.00
Attachments: Border Binational Health Week 2014 Email.pdf; Bi National Award 537-5-409898.pdf

Cynthia:

We will present a request to CC to accept the attached award in the amount of $2,450.00.

A Certification of Revenue is needed for this amount.

Let me know if you have any questions.

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

DATE: October 28, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-062-4-XXX BBHW

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

Honorable Commissioner's Court of Hidalgo County:

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

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	TOTAL APPROPRIATION	$ 2,450.00
4-1293-331-12-340-054-4-000	BBHW - Grant Revenue	$ 2,450.00
	TOTAL APPROPRIATION	$ 2,450.00

REASON: To appropriate the BBHW FY 14 program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. CLERK

0.*

1,000.000+
1,450.000+
2,450.000*

From: "Davis-Howe,Yvette (HHSC)" <Yvette.Davis-Howe@hhsc.state.tx.us>
To: "eddie.olivarez@hchd.org" <eddie.olivarez@hchd.org>, "miguel.escaname@hchd.org" <miguel.escaname@hchd.org>
Cc: "Martinez,Kathie (DSHS)" <Kathie.Martinez@dshs.state.tx.us>
Subject: Border Binational Health Week 2014
Date: 10/22/2014 10:56:02 AM

Attached is confirmed purchase order **#53700-5-0000409898** for event planning for Border Binational Health Week 2014 for HIDA-REY Binational Health Council.

Please INVOICE under this PO number and sent to bill to address.

If you have any questions feel free to contact me.

Yvette Davis
Procurement Contracting Services (PCS)
5425 Polk Street
Houston, Texas 77023
(713) 767-2464
(713) 767-3903 Fax
yvette.davis@hhsc.state.tx.us

Dept of State Health Services

Purchase Order

Dispatch via Print

Payment Terms	Freight Terms	Ship Via
Net 30	Prepaid & Allow	BEST WAY

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Purchase Order 53700-5-0000409898

Date	Revision	Page
10/22/2014		1

Ship To: Human Svcs: Warehouse (HSW)
Department of State Health Services
1111 W North Loop
Austin TX 78756
United States

Vendor: 1746000717
HIDALGO COUNTY
1304 S 25TH AVE
EDINBURG TX 78542-7205

Bill To: Invoice-DSHS Fiscal Claims
Department of State Health Services
Claims Unit Mail Code 1940
PO Box 149347
Austin TX 78714
United States
Phone: 512-776-3210
Fax: 512-458-7442
Email: invoices@dshs.state.tx.us

Purchaser: Davis-Howe,Yvette (ECPS) 713/767-2464

Line-Sch	Inventory Item ID - Line Description	Class-Item	Quantity UOM	PO Price	Extended Amt	Due Date

Agency Contact: Kathie Martinez
PH: 512-776-3736
FAX: 512-776-7262
Email: kathie.martinez@dshs.state.tx.us

Vendor: Hidalgo County Health Dept.
1304 S. 25th Ave.
Edinburg, TX 78542
PHONE/FAX: (956) 383-6221 / (956) 318-2431
VENDOR NUMBER AND LOC CODE: 746000717
CONTACT NAME: Eduardo Olivarez / Miguel Escaname
EMAIL: eddie.olivarez@hchd.org / miguel.escaname@hchd.org
****

HHSC-ECPS Purchasing Contact:
Yvette Davis
Phone: 713/767-2464
Fax: 713/767-3903
Email: yvette.davis-howe@hhsc.state.tx.us
=-=-=-

Dept of State Health Services

Purchase Order

Dispatch via Print

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Vendor: 1746000717
HIDALGO COUNTY
1304 S 25TH AVE
EDINBURG TX 78542-7205

Purchase Order	Date	Revision	Page
53700-5-0000409898	10/22/2014		2

Ship To:
Human Svcs: Warehouse (HSW)
Department of State Health Services
1111 W North Loop
Austin TX 78756
United States

Bill To:
Invoice-DSHS Fiscal Claims
Department of State Health Services
Claims Unit Mail Code 1940
PO Box 149347
Austin TX 78714
United States
Phone: 512-776-3210
Fax: 512-458-7442
Email: invoices@dshs.state.tx.us

Purchaser: Davis-Howe,Yvette (ECPS) 713/767-2464

Line-Sch	Inventory Item ID - Line Description	Class-Item	Quantity UOM	PO Price	Extended Amt	Due Date

No substitutions or cancellations are permitted without prior approval by Dept of State Health Services. If contractor fails to deliver by promised delivery date (or reasonable time thereafter) or fails to meet requirements, Dept of State Health Services reserves the right to purchase elsewhere and charge an increased cost and handling to contractor.

Overshipments will not be accepted unless authorized by Buyer prior to shipment. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Dept of State Health Services and Contractor to attempt to resolve all disputes arising under the contract.

Authorized Signature

Yvette Davis-Howe, CTP

AI-46985 **Health & Human Services Dept. 14. D.**

CC - REGULAR

Meeting Date: 10/28/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health and Human Services Department:
Approval for County Auditor to pay Safeguard Universal LLC Invoice 24921 in the amount of $999.45 (PO # 712476).

BACKGROUND

Items purchased for the wellness program

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-444-00-240-005-0-603

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

BUDGETARY IMPACT:

PO# 712476 available balance as of 10-16-14 $999.45

Attachments

inv 24921
auditor letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2014 02:01 PM
Manuel Chapa	Manuel Chapa	10/17/2014 04:50 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Dairen Sarmiento Started On: 10/13/2014 03:30 PM

Final Approval Date: 10/24/2014

Ph:361-884-8640 Fx:361-884-8015
Safeguard Universal, LLC
2741 Swantner
Corpus Christi TX 78404

INVOICE

*** COPY ***

Customer # 100996

Job # 814011

SOLD TO
Ph:956-383-6221 Fx:956-383-8864
Hidalgo County Health Departme
Attn: R. Salinas/712476
1304 S. 25th
Edinburg TX 78539

SHIP TO
Hidalgo County Health Departme
Attn: R. Salinas/712476
1304 S. 25th
Edinburg TX 78539

Via Best Way
FOB Destination

Unit	Customer po #	Salesperson	Order date	Invoice date	Date shipped	Invoice #
0	712476	21 Maribel Moreno	08/05/14	08/27/14	08/19/14	24921

Ordered	Shipped	Qty BO	Item #	Description	Price	Per	Amount
100	100		RQVHGIQNUD	Sport & Rally (11"x18" Hemmed Towel	2.680	EA	268.00
100	100		JTVDCIWQCX	DRAWSTRING BACKPACK	1.900	EA	190.00
17	17		RSWFDIUKOA	CAMO HYDRATION PACKS	31.850	EA	541.45

Invoice Received by: RICK S Date 9-2-14
Goods/Services Received by: DARLENE Date 9-2-14
14 -1100-444-00-240-005-0- 603
Payment Amount $ 999.45
PO# 712476

Terms	Tax #	Sub-total	Insurance	Shpg/Hdlg	Sales tax	PLEASE PAY THIS AMOUNT >>>>>>	Total
DUE UPON RECEIP	CNVRT	999.45	0.00	0.00	0.00		999.45

Customer agrees to pay sales tax unless tax exempt documentation isprovided. No credit will be issued on returned merchandise without ourconsent. Some items are subject to 10% underruns/overruns.Discrepancies with this invoice or merchandise must be reported within 5business days. A $30 fee will be imposed on all returned checks.** SAME COMPANY - NEW LOOK **

E-MAILED CUSTOMER INVOICE

REMITTANCE STUB

Safeguard Universal,

08/27/14
Invoice date

Invoice # 24921
Order # 814011

Job #

Hidalgo County
Customer

Customer # 100996
21 4B Salesperson

Total due 999.45

Purchase Order
COUNTY OF HIDALGO

PO# 712476

DATE: 07/29/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 211109 REQ: 00260999

PHONE: (800)221-7419

Fax: (361)884-8015 EMAIL:

SAFEGUARD UNIVERSAL LLC
2741 SWANTNER
CORPUS CHRISTI TX 78404

SHIP TO: HUMAN SERVICES
1304 S. 25TH AVE.
EDINBURG TX 78539

CONTACT:

SITE: HUMAN SERVICES

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		Buyboard 417-13		
100.00	EACH	CO Item No. FSVJF-IKEBQ Terry Loop Hemmed Finger Tip Towel NIGP #03778	2.68	268.00
100.00	EACH	CO Item No. JTVDC-IWQCX Drawstring Backpack NIGP #03778	1.90	190.00
17.00	EACH	CO Item No. RSWFD-IUKOA Camo Hydration Pack NIGP #03778	31.85	541.45
		TOTAL:		999.45

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

****
For Hidalgo County use only

4-1100-444-00-240-005-0-603 999.45

Authorized by: Martha L Salazar

PACKING LIST

Safeguard Universal
2741 Swantner
Corpus Christi, TX 78404

Phone: 361-884-8640 Fax: 361-884-8015
Email: manzaldua@safeguarduniversal.com

PO/Ref #:
Job #: 712476
Date: 09/02/14

Bill To:

Hidalgo County Health Department
1304 S. 25th
Edinburg, TX 78539
USA

Phone: 956-383-6221

Ship To:

Hidalgo County Health Department
1304 S. 25th
Edinburg, TX 78539
USA

Phone: 956-383-6221

Salesperson	Ship Via	Ship Date	Payment Terms
Maribel Moreno			Net 60

Qty	Item #	Description		
100	RQVHGIQNUD	Sports & Rally Hemmed Towel Color: Lime Green Imprint: Black Logo	☑	
100	JTVDCIWQCX	Drawstring Backpack Color: Lime Green Imprint: Black Logo	☑	
17	RSWFDIUKOA	Camo Hydration Packs Color: Camo Imprint: White Logo	☑	

Packing Information

Packed By: _____ Date: _____

Safeguard Universal B.F. & P.
2741 Swantner
Corpus Christi TX 78404

Job #	Ship date	In hand date
435854	08/18/14	08/29/14
Cust #	**Prog #**	
931650		

ACK TO
Ph 361-884-8640 Fx 361-884-8015

SAFEGUARD UNIVERSAL B.F. & P.
ATTN: ACCTS PAYABLE
2741 SWANTNER
CORPUS CHRISTI TX 78404

SHIP TO
HIDALGO COUNTY HEALTH DEPART.
ATTN: R. SALINAS/712476
1304 S. 25TH
EDINBURG TX 78539

Via UPS GROUND

Unit	Cust po #	Order date	Terms
0	814011	08/06/14	C.I.A.

Ordered	Shipped	Item #	Sub #	Description
100	100	BG-401	LGREN	S-3874 COMMIT ECO PRO DRAWSTRING BAG LIME GREEN
1		9080		PLATE CHARGE

S-3874 COMMIT 1CLR NEW ART

SILKSCREEN

EMAILED; 08-05-14; 814011

8/11/14

Special instructions

PACK BULK
SUITABLE QTY PER CARTON
NO SAMPLES SEE CREDIT BEFORE ORDER SHIPS

EMAIL TRACKING: csr@safeguarduniversal.com

THIS IS YOUR PACKING LIST

IF THERE ARE ANY QUESTIONS REGARDING
THIS ORDER PLEASE REFER TO THE JOB NUMBER.

THANK YOU! For Your Order

Order Number	Item Number	Quantity Ordered	Soon As Possible
T16221	16214	17	08/26/2014

HF14-CAMO HYDRATION PAC

Order#: T16221	Date Received: 8/6/2014 10:25 AM	Customer P.O. #: 814011
Department: (CH) Order Entry (H)		Order Type: 0=Standard Order

Bill To

S - 007186 -0
SAFEGUARD UNIVERSAL
1728 SANTA FE

CORPUS CHRISTI TX 78404

Ship To — Entered By: FC — Account Rep: FC

Name : HIDALGO COUNTY HEALTH DEPARTME
Add#1: 1304 S 25TH
Add#2:
City : EDINBURG, TX 78539
Attn : R. SALINAS /712476

Shipping Information

Ship Date 1	Soon As Possible	08/26/2014
Ship Date 2	Deadline Use Date	09/01/2014
Ship Via	FED X GROUND	
Freight	Prepaid / Charge	

Order Value

	Totals
Item Amount.....	
Addons.....	
Advanced Paid	
Freight.....	
Postage.....	
U.P.S.	
Insurance.....	
Total Order Value.....	

Sales Information

Group Rep... USA-WESTERN TEAM
Salesman.... SOUTHWEST (SOUTH)
Comm%..... Sales Tax .000

Customer Phone Number (361) 884-8640

Customer Fax Number (361) 884-8015

Paper Proof To: CSR@SAFEGUARDUNIVERSAL.COM

#	Item#	Item Description	Color	# Of Imp.	Quantity Ordered	Quantity To Pick	Pcs S/U	Boxes	Unit Price	Item Value	Quantity Shipped
1	16214	HF14-CAMO HYDRATION PAC	Brown	1	17		1	0	1		17
								0	Boxes		

R.D.

Line	Seq#	Blank#	Blank Description	Quantity Req'd	Color	Quantity To Pull
1	1	248910	HF14-Camo Hydration Pac	17	Brown	

Ln/Sq#	Imp. Meth.	P/L#	Imprint Locations	Type	#	Imprint Color/Notes
1						
1	Imprint	1	Front Pocket	Colors	1	WHITE
				Notes	1	[THE COUNTY OF HIDALGO]
					2	[LOGO]
					3	[TEXAS]
					4	COMMIT TO BE FIT
					5	Hidalgo County Health and Human Services
					6	EMAILED ART/BLIND PROOF

1 of 17 = (17)

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 10/08/2014

TO: Rick Salinas/Dairen Sarmiento

DEPARTMENT: (240) HUMAN SERVICES

FROM: Keta Zambrano KZ

PHONE: (956)-318-2511 ext 4601

REFERENCE: SAFEGUARD UNIVERSAL LLC Invoice #24921

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #24921*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☑ NEEDS APPROVAL OF: Unable to process payment on this invoice at this time. In order to pay for the items purchased on invoice, approval from the CC is needed.
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☐ COMMENTS / RECOMMENDATION:

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

HIDALGO COUNTY DISTRICT JUDGES

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

AI-46849 **IT Department 15. A.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Renan Ramirez, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Request County Judge to sign form to request assignment TEXAS.GOV domain for Hidalgo County. Will increase accessibility of existing County Internet presence.

BACKGROUND

Attachments

Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2014 01:52 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Renan Ramirez Started On: 10/07/2014 09:08 AM

Final Approval Date: 10/24/2014

TEXAS DEPARTMENT OF INFORMATION RESOURCES

P.O. Box 13564 ◆ Austin, TX 78711-3564 ◆ www.dir.texas.gov
Tel: (512) 475-4700 ◆ Fax: (512) 475-4759

RECEIVED
SEP 15 2014
COUNTY JUDGE

KAREN W. ROBINSON
Executive Director

DIR BOARD OF DIRECTORS

CHARLES BACARISSE
Chair

RICHARD S. MOORE

P. KEITH MORROW

ROBERT E. PICKERING, JR.

WANDA ROHM

ARTHUR TROILO III

CYNTHIA VILLA

BRAD LIVINGSTON
Ex Officio

MELODY PARRISH
Ex Officio

GEORGE RIOS
Ex Officio

September 12, 2014

The Honorable Judge Ramon Garcia
Hidalgo County
302 W. University Dr.
Edinburg, TX 78539

Dear Judge Ramon Garcia:

To promote the reliability of Texas government online services and information, *texas.gov* has been designated the primary domain name for Texas government. To support this effort, the Texas Department of Information Resources (DIR) provides this domain to authorized government entities. DIR recently expanded this opportunity to include counties and is piloting the provisioning process to those interested

Use of the *texas.gov* domain name and participation is entirely voluntary. The *texas.gov* domain name standard for Texas counties is the name of the county, followed by *county.texas.gov.* Examples: *dallascounty.texas.gov* or *tomgreencounty.texas.gov*.

DIR, on behalf of the State of Texas, manages the use of *texas.gov*, *tx.gov,* and *state.tx.us* domain names. None of these domain names will be discontinued, and all new domain names will be managed to the same standards and conventions. The *texas.gov* domain has previously been offered to state agencies, boards, and commissions.

I have enclosed additional information on the background of this initiative and procedures for counties interested in adopting the new domain name. Thank you for your consideration. If you have any questions, please contact Ellen Pate at 512-475-0420 or ellen.pate@dir.texas.gov.

Sincerely,

Karen Robinson

Karen Robinson
Executive Director, Texas Department of Information Resources
Chief Information Officer, State of Texas

Texas.gov Domain Names for Counties

Texas.gov has been designated the primary domain name for Texas government. Because the *.gov* Domain Naming System structure is exclusive to government, constituents have confidence when they are using an official Texas government website.

The Department of Information Resources (DIR) is responsible for providing the *texas.gov* domain. Recently, DIR approved a *texas.gov* domain name standard that is available to all 254 Texas counties.

Use of the new texas.*gov* convention by county governments is voluntary. Jurisdictions requesting registration must follow the naming standard: name of county followed by *county.texas.gov* (*dallascounty.texas.gov, tomgreencounty.texas.gov*).

All domains within the texas.gov structure are for the official use of government entities only. Commercial use of these texas.gov domains is **not** allowed. Violation of the non-commercial-use policy will result in revocation of a domain.

How a County Requests its Domain Name

The request must be made on county letterhead and be signed by a county judge or other county commission authorized designee. The county judge will receive a fax or an e-mail from DIR to confirm the request during the authorization process.

DIR has provided a Domain Name Request Template for each county to customize with their information. Once the letter has been completed for your county, print it on your county letterhead or copy/paste it to a softcopy of your county letterhead to email.

It may be mailed, faxed, or scanned and emailed.

Mail a printed copy to: Department of Information Resources Domain Registrar P.O. Box 13564, Austin, TX 78711-3564
Fax to: Department of Information Resources Attention: Domain Registrar 512-475-4759
Email a signed soft copy to: DIR.Registrar@dir.texas.gov

For more information about the domain name registration process, please see DIR's Domain Name Registration (http://www.dir.texas.gov/management/DNC/Pages/DNR_Process.aspx) page or email the Domain Name Registrar at DIR.Registrar@dir.texas.gov

County Domain Name Request Template

Date of Request 10/28/2014

As County Judge of Hidalgo **County, Texas, I hereby authorize the Department of Information Resources to register the standard county domain name** hidalgo **county.texas.gov**

Below I have provided the contact information for our Administrative Resource and Technical Resource.

The Administrative Resource (AR) – must be a county employee who can authorize *change requests.*

AR First Name Renan

AR Last Name Ramirez

AR Street Address 100 E. Cano St. / 4th Floor

AR City Edinburg

AR State Texas

AR Zip 78541

AR Email Address renan.ramirez@co.hidalgo.tx.us

AR Phone number 956-292-7010

The Technical Resource (TR) - may be a county IT employee or an outsourced provider.

TR First Name Phillip

TR Last Name Veale

TR Street Address 100 E. Cano St. / 4th Floor

TR City Edinburg

TR State Texas

TR Zip 78541

TR Email Address phillip.veale@co.hidalgo.tx.us

TR Phone number 956-292-7010

Sincerely,

AI-47055 **IT Department 15. B.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

PROBATE COURT
Authorization and approval to purchase and activate new wireless service through the County's membership/participation with CONTRACT: DIR-SDD-1779 with VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:	Equipment Cost:
1	Data Card	Office Use	4G Mobile Broadband Unl. @ $37.99 per month	$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-023-001-0-532

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

BUDGETARY IMPACT:

Amount available for requisition# 264192 as of 10-24-14 $113.97 for VERIZON WIRELESS.

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 09:38 AM
Manuel Chapa		10/24/2014 09:46 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Griselda Salazar Started On: 10/20/2014 03:52 PM

Final Approval Date: 10/24/2014

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
X Office Use *or* Individual	X Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee Office Use Employee ID# n/a Signature: n/a

Department: PROBATE COURT Dept# 023

Quantity: 1

Service: $37.99 /mo (x) 3 months = $113.97 Account: 4-1100-412-00-023-001-0-532

Service: $_____ /mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: $113.97 Requisition Number: 264192

STIPEND

(1) Employee: _____ Employee ID# _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____ /mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

Signature	Print Name	Date
	JUDGE HOMERO GARZA	9/25/14

(3) **Executive Office Authorization (Commissioner's Court Departments Only):**

Signature	Print Name	Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Mobile Broadband Service @ 31.99/month

Commissioner's Court Action: **Commissioner's Court Date:** 10/14/14

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/slg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00264192

PO #

Date: 09/25/14

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: COUNTY COURT AT LAW #3
100 N. CLOSNER, 3RD FL
EDINBURG TX 78539

Contact: LBARRIENTES
956-318-2385

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
3.00	EACH	OPEN P. O. FOR MONTHLY SERVICE FOR WIRELESS DEVICE (OCTOBER-NOVEMBER-DECEMBER-2014) ($37.99 per month)	37.99	113.97
		Account No	Encumbrance	
		4-1100-412-00-023-001-0-532	113.97	
			Freight	.00
			Total	113.97
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-47018 **IT Department 15. C.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

HIDALGO COUNTY SANITATION DEPTS.

Authorization and approval for new data card activations through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Department:	Quantity:	Description:	User:	Service Plan:	Equipment Cost:
Commissioner Pct.1	5	New Activation	Office Use	4G Mobile Broadband Unl. @ $37.99 = $189.95/month	$0
Commissioner Pct.2	1	New Activation	Office Use	4G Mobile Broadband Unl. @ $37.99/month	$0
Commissioner Pct.3	4	New Activation	Office Use	4G Mobile Broadband Unl. @ $37.99 = $151.96/month	$0
Commissioner Pct.4	3	New Activation	Office Use	4G Mobile Broadband Unl. @ $37.99 = $113.97/month	$0

BACKGROUND

Attachments

Pct.1 backup

Pct.2 backup

Pct.3 backup

Pct.4 backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/24/2014 03:29 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Griselda Salazar Started On: 10/16/2014 08:37 AM

Final Approval Date: 10/24/2014

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: N/A Signature: N/A

Department: Precinct 1 Dept#: 121

Quantity: 5

Service: $ ~~37.99~~ 189.95/mo (x) 2 months = 379.90 Account: 4-3100-432-00-121-001-0- -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $379.90 Requisition Number: 2659Z4

STIPEND

(1) Employee: _____ Employee ID#: _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

A.C. Cuellar, Jr. (10/24/14) (10/24/14) 10/24/14

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl. @ $37.99/mo

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00265924

PO #

Date: 10/24/14

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

Contact: RLOZANO/D.R.
956-968-8733

Contract No: DIR-SDD-1779

Special Instructions:
RM39

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779, Pct. 1 SANITATION, WIRELESS DATA CARDS FOR USE AT COLLECTION SITES FOR NEW SANITATION PROJECT. DO NOT DUPLICATE ORDER		
2.00	MONTH	4G MOBILE BROADBAND UNLIMITED $37.99 1210	189.95	379.90
		Account No	Encumbrance	
		4-1100-432-00-121-001-0-532	379.90	
			Freight	.00
			Total	379.90
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779

WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County PCT. 1

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 141016153339
DATE 10/16/2014
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 1210	5	$37.99	N	Unlimited	$0.00	$189.95	$2,279.40
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	5					$189.95	$2,279.40

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM: [Annual (12 Months)]: $2,279.40

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
Verizon Wireless MiFi 6620 (PP $27.99+)	5	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	5		$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$2,279.40
EQUIPMENT AND ACCESSORIES ESTIMATED COST:	$0.00
INVESTMENT TOTAL	$2,279.40

4Q14 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 141016153339

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

** Equipment pricing and availability is subject to change.

*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 8/15/2014

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: N/A Signature: N/A

Department: Precinct 2 Dept#: 122

Quantity: 1

Service: $ 37.99/mo (x) 2 months = 75.98 Account: 4-1100-432-00-122-001-0- -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: ~~6455.00~~ 75.98 Requisition Number: 265721

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature | Print Name: Hector Palacios | Date: 10/21/2014

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G. Mobile Broadband Unl. @ $37.99/mo.

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/slg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00265721

PO #

Date: 10/21/14

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779, Pct. 2 Sanitation, Mobile Broadband card for new sanitation project. DO NOT DUPLICATE ORDER		
2.00	MONTH	4G MOBILE BROADBAND UNLIMITED SERVICE FOR NEW SANITATION PROJECT (NOV. - DEC.2014)	37.99	75.98
		Account No	Encumbrance	
		4-1100-432-00-122-001-0-532	75.98	
			Freight	.00
			Total	75.98
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779

WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County Pct 2

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 141016154007
DATE 10/16/2014
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 1210	1	$37.99	N	Unlimited	$0.00	$37.99	$455.88
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	1					$37.99	$455.88

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $455.88

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
Verizon Wireless MiFi 6620 (PP $27.99+)	1	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	1		$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$455.88
EQUIPMENT AND ACCESSORIES ESTIMATED COST:	$0.00
INVESTMENT TOTAL	$455.88

4Q14 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 141016154007

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ Internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 8/15/2014

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#: N/A Signature: N/A

Department: Precinct 3 Dept#: 123

Quantity: 1

Service: $151.96/mo (x) 2 months = $303.92 Account: 4-1100-432-00-123-001-0- -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: $303.92 Requisition Number: 2059AA

STIPEND

(1) Employee: _____ Employee ID#: _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature | Commissioner Joe M. Flores (Print Name) | 10/23-14 (Date)

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G-Mobile Broadband Unl @ $37.99/mo.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2

Revised: 03/09/2011

Requisition

Req # 00265944

PO #

Date: 10/24/14

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

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

Contact:
956-585-4509

Contract No: DIR-SDD-1779

Special Instructions:
Req # 1036

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4.00		4G Mobile Broadband unlimited (Service for November 2014)	37.99	151.96
4.00		4G Mobile Broadband unlimited (Service for December 2014)	37.99	151.96
		Account No	Encumbrance	
		4-1100-432-00-123-001-0-532	303.92	
			Freight	.00
			Total	303.92
		Data Cards use at Penitas Landfill and the three substations		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County PCT 3
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 141016154401
DATE 10/16/2014
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 1210	4	$37.99	N	Unlimited	$0.00	$151.96	$1,823.52
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	4					$151.96	$1,823.52

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $1,823.52

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
Verizon Wireless MIFI 6620 (PP $27.99+)	4	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	4		$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$1,823.52
EQUIPMENT AND ACCESSORIES ESTIMATED COST:	$0.00
INVESTMENT TOTAL	$1,823.52

4Q14 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 141016154401

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

** Equipment pricing and availability is subject to change.

*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

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Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

'Updated 8/15/2014'

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☒ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# N/A Signature: N/A

Department: Precinct 4 Dept#: 124

Quantity: 3

Service: $113.97/mo (x) 2 months = ~~$1,367.64~~ $227.94 Account: 4-1100-432-00-124-001-0- -532

Service: $_____/mo (x) ____ months = _____ Account: _____ -619/664

Requisition Total: ~~$1,367.64~~ $227.94 Requisition Number: 264849

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
	Marcos Lopez	10/21/14

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 4G Mobile Broadband Unl @ $37.99/mo.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00264849

PO #

Date: 10/06/14

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: DCANTU
956-383-3112

Contract No: DIR-SDD-1779

Special Instructions:
PCT#1087

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779 FOR: NEW SANITATION PERMIT FEE PROGRAM DO NOT DUPLICATE ORDER		
6.00	MONTH	4G Mobile Broadband Unlimited @ $37.99/month RATE PLAN FOR MOBILE BROAD BAND FOR MONTHS OF NOVEMBER AND DECEMBER SERVICE	37.99	227.94
		Account No	Encumbrance	
		4-1100-432-00-124-001-0-532	227.94	
			Freight	.00
			Total	227.94
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779

WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County PCT 4

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 141016155042
DATE 10/16/2014
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 1210	3	$37.99	N	Unlimited	$0.00	$113.97	$1,367.64
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	3					$113.97	$1,367.64

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $1,367.64

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
Verizon Wireless MiFi 6620 (PP $27.99+)	3	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	3		$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$1,367.64
EQUIPMENT AND ACCESSORIES ESTIMATED COST:	$0.00
INVESTMENT TOTAL	$1,367.64

4Q14 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 141016155042

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

** Equipment pricing and availability is subject to change.

*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

'Updated 8/15/2014'

AI-46880 **Urban County 16. A.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the **City of Progreso** is requesting approval and award of best and final negotiated contract with **Raba Kistner Consultants, Inc.** in the amount of **$7,138.45** utilizing UCP - **City of Progreso Year 25 (2012) Street Improvements funds.**

BACKGROUND

Raba Kistner Consultants, Inc. submitted a best and final offer for construction material testing services for the Street Improvements project in the City of Progreso. Raba Kistner Consultants, Inc. was the highest ranked firm by County Commissioner's Court. See attached contract, best and final offer letter, scope of services and certificate of liability insurance.

Contract Amount: **$7,138.45**

Funds Available: $ 65,846.64 FY 25 (2012) Street Improvements
$239,548.79 FY 26 (2013) Street Improvements
Total: $305,395.43

Attachments

Material Testing Services Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 10:51 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Olga Lerma Started On: 10/08/2014 01:09 PM

Final Approval Date: 10/24/2014

CONTRACT AGREEMENT FOR MATERIAL TESTING SERVICES

BETWEEN

COUNTY OF HIDALGO- URBAN COUNTY PROGRAM

and

RABA KISTNER Consultants, Inc.

APPROVED ON October 28, 2014

For

MATERIAL TESTING SERVICES

City of Progreso – Street Improvements Project

1. Champion St. (from Business FM 1015 to Miles Street) 2. East Palms St. (From Miles St. East to Dead End.) 3. West Palms St. (from Lyons St. West to Dead End) 4. Colonia La Leona M Flores St.(from Business FM 1015 east to dead end) 5. Hidalgo St (from Shelby St, North to Malone St.).

CONTRACT AGREEMENT
MATERIAL TESTING SERVICES

HIDALGO COUNTY-URBAN COUNTY PROGRAM

STATE OF TEXAS
COUNTY OF HIDALGO

PART I – PARTIES AND SERVICES

This agreement is made on **October 28,** in the year **2014,** between **County of Hidalgo-Urban County Program,** hereinafter called the **Client,** and **RABA Kistner Consultants, Inc.,** hereinafter called the **Consultant**, for **Material Testing Services**, hereinafter called the **Services**.

Hidalgo County-Urban County Program has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement.

The **Consultant** agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The **Consultant** shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **Consultant** pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The **Consultant** shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The **Consultant** shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

PART II – FEES

The fees for **Services** rendered shall be in accordance with the attached Attachment B, entitled **"Schedule of Fees for Professional Services."**

PART III – TERMS AND CONDITIONS

ARTICLE 1. SERVICES – CONSULTANT SHALL:

1.0 Perform Geotechnical & Environmental Consulting Services for Hidalgo County –Urban County Program as identified in Attachment A "Scope of Services".

1.1 Act for the **Client** in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with the standards of the Profession.

1.2 Provide only those **Services** that, in the opinion of the **Consultant**, lie within the technical and professional area of expertise of the **Consultant** and which **Consultant** is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Licensed Professional Engineer registered 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 as designated by the **Client.**

1.4 Promptly submit all formal construction materials test reports for all tests, observations and services performed indicating where applicable, compliance with project specifications or other documents. Such reports shall be complete and factual. Such reports shall cite the test performed, methodology employed, test values obtained, and locations where tests were preformed.

1.5 Promptly submit formal geotechnical reports for geotechnical explorations requested by the **Client**. Such reports shall contain a site plan with the boring locations indicated, boring logs, a report of the results of laboratory testing, and contain design recommendations pertaining to the planned construction.

1.6 Employ testing equipment and 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 submit upon request by the Client, documentation of such calibration.

1.7 Report Distribution and Ownership

1.7.1 Laboratory will consider all reports to be the confidential property of the **Client**, and will distribute reports only to those persons, organizations or

agencies as designated in writing by the **Client** and its authorized representative.

1.7.2 **Client** acknowledges the **Consultant's** documents as instruments of Professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the **Client** upon completion of the work and payment will be made in full of all monies due to the **Consultant**. The **Client** shall not re-use or make any modification to the reports without prior written authorization of the **Consultant**. Any unauthorized use reuse of the documents will be at the **Client's** sole risk.

1.8 **Consultant** will retain all pertinent records relating to services performed for a period of 5 years following submission of all reports, during which period the records will be made available to the **Client** within a reasonable time.

ARTICLE 2. CLIENT'S RESPONSIBILITIES-
Client or its authorized representative shall:

2.1 Provide the **Consultant** with all the plans, specifications, addenda's change orders, approved shop drawings and other information for the proper performance of the **Consultant**.

2.2 Designate in writing those persons or firms who are authorized to receive copies of **Consultant's** inspection and test reports.

2.3 Advise **Consultant** sufficiently in advance of any operations so as to allow for assignment of personnel by the Laboratory for completion of the required service. Such advance notice shall be in accordance with that established by mutual agreement of the **Client** and **Consultant**.

2.4 Direct any Contractor where testing is to take place, either by construction contract or direct written order to:

(a) Secure and deliver to **Consultant**, at no cost to **Consultant**, preliminary representative samples of materials it proposes to use which require laboratory testing.

(b) Furnish such casual labor and all facilities needed by the Laboratory to obtain and handle samples at the testing site and to facilitate the specified inspection of tests.

(c) Provide and maintain for the use of the **Consultant**, adequate space at the material testing site for safe and secure storage and proper curing of test specimens that must remain on the project site prior to laboratory testing.

ARTICLE 3. GENERAL CONDITIONS

3.1 **Consultant**, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction materials testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.

3.2 **Consultant** shall not be responsible for acts of omissions of any party or parties involved in the design of any project where material testing is to take place or the failure of any Contractor or Subcontractor to construct any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by **Consultant**.

3.3 **Consultant** is not authorized to revoke, alter or relax, enlarge or release any requirements of the Client's specifications or other documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client or his authorized representative. **Consultant** shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by the **Agreement**.

3.4 Either party may terminate this **Agreement** on thirty (30) days written notice or by mutual agreement. If this **Agreement** is terminated by either party, **Consultant** shall be paid in full for all services performed through the termination date, and the **Client** shall be provided with a complete report of the results of tests and analysis conducted prior to termination of **Agreement**.

3.5 Neither **Client** nor **Consultant** may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent the other party.

3.6 The only warranty made by **Consultant** in connection with its service performed hereunder is that it will use the degree of care and skill as set in Article I above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.

3.7 Successors and Assigns.

3.7.1 **Client** and **Consultant** each binds themselves and their partners, successors, executors, administrators, assign legal representative to

the other party to this **Agreement** and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this **Agreement**.

3.7.2 Neither **Client** or **Consultant** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this **Agreement** without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an Assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**. Nothing contained in this Paragraph shall prevent **Consultant** from employing such independent Consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the **Client** and **Consultant.**

3.8 Non Binding Mediation

3.8.1 In the event of a dispute or claim between **Consultant** and **Client** arising out of or related to this Agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights or subsequent action).

3.8.2 Such Non-Binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

3.8.3 Both the **Consultant and Client** will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which will provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

3.9 Indemnity

3.9.1 The Client will require the Consultant, in connection with work produced under this agreement, to hold harmless and indemnify the Client, and each of its officers, agents and employees, from any and all liability claims, losses, or damage arising out of or alleged to arise from Consultant's negligence in the performance of the work described in this agreement.

ARTICLE 4. INSURANCE

The **Consultant** shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

4.1 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 Hidalgo County-Urban County Program.

4.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

4.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

4.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

4.6 Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

ARTICLE 5. PAYMENTS:

5.1 **Client** will pay **Consultant** for Services rendered while work is in progress as executed through a lump sum fee For each **Request for Payment**, the **Consultant** shall prepare and submit to the **Client** monthly progress reports in sufficient detail to support the progress of the work done.

ARTICLE 6. EXTENT OF AGREEMENT:

6.0 After execution of this **Agreement**, the **Consultant** shall proceed with work, only as authorized by the **Client** through a formal **NOTICE TO PROCEED**.

6.1 The **Agreement**, including these terms and conditions, represents the entire agreement between the **Client** and **Consultant** and supercedes all prior negotiations, representations or agreements, written or oral. The **Agreement** may be amended only by written instrument signed by **Client** and **Consultant**.

6.2 The **Agreement** shall remain in force for the duration of the project from the date this agreement is signed by all parties.

ARTICLE 7. APPLICABLE LAW:

7.1 The laws of the State of Texas shall govern the **Agreement**. Venue shall be in County of Hidalgo.

ARTICLE 8. ATTORNEY FEES:

8.1 In the unlikely event that a dispute occurs and is litigated, or a cause of action in the 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, and expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

LABORATORY:

Isidoro Arjona, P.E., PMP
Vice President

Raba Kistner Consultants, Inc.
800 East Hackberry
McAllen, Texas 78501

CLIENT:

Diana R. Serna, UCP Director

Hidalgo County-Urban County Program
427 E. Duranta, Suite 107
Alamo, TX 78516

APPROVED AS TO FORM:
BY: STEVE CRAIN- ATLAS & HALL
DATE: 5-8-12

RABA KISTNER
CONSULTANTS

Proposal No.: PMD14-122-00
September 18, 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
TBPLS Firm 10193784

Mr. Alfredo Espinoza, City Manager
City of Progreso
P.O. Box 699
Progreso, Texas 78579

RE: Construction Materials Observation and Testing Services
City of Progreso / Hidalgo County Urban County Program Paving Improvements
Progreso, Hidalgo County, Texas

Dear Mr. Espinoza:

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 **$7,138.45.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the revised project drawings received via electronic-mail attachment from Mr. Javier Hinojosa P.E. with Javier Hinojosa Engineering, the project's civil engineering firm, on Wednesday, September 17, 2014, 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 within 30 days 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.**

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 _____ $ 46.75/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
City of Progreso / Hidalgo County Urban County Program Paving Improvements
Progreso, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$223.25	each	3	$669.75
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$81.50	each	3	$244.50
3. Sieve Analysis -200	$55.00	each	2	$110.00
4. Sieve Analysis - Flexible Base Material	$55.00	each	1	$55.00
5. Technician Time Sampling	$47.75	hour	4	$191.00
6. Proof Rolling Observation	$47.75	hour	2	$95.50
7. Lime Series Cuve Determination Including Five pH Determinations	$400.50	each	1	$400.50
8. Field Density Test - Roadway (Assume 1 Density / 200 ln.ft. Roadway)	$20.50	each	12	$246.00
9. Technician Time - Density Testing - Roadway	$47.75	hour	6	$286.50
10. Vehicle Travel Charge	$46.75	trip	5	$233.75
Subtotal				**$2,532.50**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$47.25	hour	30	$1,417.50
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$275.50	each	6	$1,653.00
3. Maximum Theoretical Specific Gravity of Asphalt	$101.00	each	6	$606.00
4. Vehicle Travel Charge	$46.75	trip	6	$280.50
Subtotal				**$3,957.00**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$648.95
Subtotal				**$648.95**
		GRAND TOTAL		**$7,138.45**

Proposal No.: PMD14-122-00
September 18, 2014

ATTACHMENT II

RABA KISTNER Consultants, Inc.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135	to $250/hour
Professional	$ 70	to $200/hour
Auto Cad Operator	$ 65	to $110/hour
Technical/Clerical/Administrative	$ 40	to $ 80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (**RKCI**) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other projects specific charges for use of RKCI equipment or for RKCI testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable within 30 days 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.**

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/26/2014

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
Catto & Catto LLP
217 East Houston Street Suite 100
San Antonio TX 78205-2694

CONTACT NAME: Janet Hajek
PHONE (A/C, No, Ext): 210-222-2161 **FAX (A/C, No):**
E-MAIL ADDRESS: jhajek@catto.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins. Co.	30104
INSURER B : Hartford Ins Co of the Midwest	37478
INSURER C : Hartford Casualty Insurance Co	29424
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Manuel Zuniga
Raba Kistner Inc.
P.O. Box 690287
San Antonio TX 78269-0287

COVERAGES **CERTIFICATE NUMBER:** 669217408 **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	Y	Y	65UUNZR1762	10/1/2014	10/1/2015	EACH OCCURRENCE	$1000000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1000000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1000000
							GENERAL AGGREGATE	$2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2000000
	POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			65UENZR2052	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			65RHUZR0195	10/1/2014	10/1/2015	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	65WEAL1929	10/1/2014	10/1/2015	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory In NH)						E.L. EACH ACCIDENT	$1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1000000
B	Auto Physical Damage			65UENZR2052	10/1/2014	10/1/2015	Comp. Deductible Coll. Deductible	1000 1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.
Project: City of Progreso - Street Improvements Project. Project #PMD13-037-00

OCT - 6 2014

CERTIFICATE HOLDER

County of Hidalgo Urban County Program
3304 West Alberta
Edinburg TX 78541

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-46872 **Urban County 16. B.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Elsa is requesting approval and award of best and final negotiated contract with International Consulting Engineers in the amount of $16,919.00 utilizing CDBG FY 26 (2013) Park, Recreational Facility funds.

BACKGROUND

International Consulting Engineers submitted a best and final offer for professional engineering services which includes design topography, surveying and plans/specifications for a Park, Recreational Facility project within the City of Elsa. International Consulting Engineers was the highest ranked firm by County Commissioner's Court. See attached professional service agreement, best and final offer letter, scope of services and certificate of insurance.

Contract Amount: **$ 16,919.00**
Funds Available: $ 193,649.20 YR 26 (2013) Park, Recreational Facility

Engineering cost proposal fee break down:	Fees
Task 1- Preliminary Engineering	$ 1,155.00
Task 2- Surveying	$ 3,080.00
Task 3- Construction Drawings & Specifications	$10,285.00
Task 4- Construction Phase Services	$ 862.00
Task 5- Special Service	$ 1,537.00
Total:	**$16,919.00**

Attachments

Agreement Jimenez Engineering

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 10:41 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Olga Lerma Started On: 10/08/2014 09:50 AM

Final Approval Date: 10/24/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this **28th** day of **October 2014** by and between **Urban County Program,** (hereinafter called the "Party") and **Jimenez Engineering Solutions, LLC d/b/a International Consulting Engineers**, duly authorized Engineer, herein acting by **Jesus J. Jimenez, P.E, President** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as
stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **City of Elsa – Park, Recreational Facility Improvements project** Account(s) **5013-25-0306-5000-2500** *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by
the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$16,919.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts

documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer
in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **October 28, 2014**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____
Jesus J. Jimenez, Jr. P.E., President

Firm Name: **Jimenez Engineering Solutions, LLc d/b/a International Consulting Engineers**
Address: **5101 South Mccoll Road Suite 1**
City/ST/ZIP: **Edinburg, TX 78539**

FED ID #/SS #: **27-2511820**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the ____ day of_____, 20___, by _____of and on behalf of _____,
title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on April 26, 2012

Exhibit "A"

(Scope of Services)

See Attached

SEP 29 2014

OR

EXHIBIT A
SCOPE OF SERVICES
URBAN COUNTY PROGRAM
CITY OF ELSA-PARK, RECREATIONAL FACILITY
PREPARED BY: INTERNATIONAL CONSULTING ENGINEERS

The City of Elsa Proposes to Rehabilitate and Improve the Existing "Modesto Hernandez Sr. Memorial Park. The improvements will consist of the reconstruction of the Basketball Court, Rehabilitate the existing Gazebos, Construct New Asphalt Parking Lot, New Playground Area and Restrooms.

Contract Amount: $16,919.00

PROJECT TASKS

TASK I. PROJECT ORIENTATION AND START-UP

We proposed that an initial project orientation meeting with all the parties involved in this project to have a clear understanding of the design and construction process, parameters to be used and final product desired.

TASK II. SURVEY

Necessary field information will be developed by field surveys. Record plans will be used as a guide for the survey work and for the analysis of design alternatives.

TASK III. DESIGN

This task will assure that the improvements designed and incorporated in the plans are adequate for the area.

TASK IV. PRELIMINARY PLANS AND ESTIMATE

The preliminary plans set of plans which will result from Task III along with the cost estimate will be reviewed with County staff for input and guidance.

INTERNATIONAL CONSULTING ENGINEERS

SEP 29 2014

September 29, 2014

Ms. Diana R. Serna, Director
Urban County Program
427 E. Durante Ave., Suite 107
Alamo, Texas 78516

Re: City of Elsa-Park, Recreational Facility

Dear Ms. Serna,

Attached please find the Scope of Services for the City of Elsa-Park, Recreational Facility (Modesto Hernandez, Sr. Memorial Park) along with all other requested documentation. Our best and final offer for Engineering Service for this project is $16,919.00. We stand ready to proceed with this project at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,
International Consulting Engineers

Hugo P. Gonzalez, Jr., PE
Project Manager

Cc: Monica Leal, Program Coordinator, Urban County Program

5101 S. McColl Road • Edinburg, TX 78539 • Ph 361.826.5805 • Fax 361.826.5806

TASK V. FINAL PLANS AND SPECIFICATIONS

Final plan, specifications and estimate will be preparing during this task. The output of this task will be the documents necessary for constructing the project.

TASK VI. CONSTRUCTION

During this stage we will observe ongoing work. Upon completion, a final inspection will be scheduled with the Contractor. The outcome of this final inspection will be a certificate of completion or a punch list of items to the Contractor to complete.

ENGINEER'S OPINION OF PRELIMINARY MATERIAL AND LABOR COST

PROJECT:	CITY OF ELSA PARK
CLIENT:	HIDALGO COUNTY URBAN COUNTY
GENERAL DESCRIPTION:	MODESTO HERNANDEZ, SR. MEMORIAL PARK
DATE:	9/29/2014
BY:	HUGO P. GONZALEZ, JR. PE

Item	Description	Units	Quantity	Unit Cost	Total Cost
1	Cleanning and grubbing	LS	1	$ 5,000.00	$ 5,000.00
2	1 1/2" Asphalt Parking Lot	TON	40	$ 140.00	$ 5,600.00
3	6" Caliche Base	SY	500	$ 6.00	$ 3,000.00
4	18" RCP Culvert	L.F	24	$ 35.00	$ 840.00
5	18" Safety End Treatment	EA	2	$ 375.00	$ 750.00
6	Regrade Roadside Ditch	LS	1	$ 1,500.00	$ 1,500.00
7	Parking Lot Striping	LS	1	$ 800.00	$ 800.00
8	Handicap Pavement Marking	EA	1	$ 250.00	$ 250.00
9	Handicap Sign	EA	1	$ 350.00	$ 350.00
10	5' Concrete Sidewalk	SY	135	$ 40.50	$ 5,467.50
11	Restrooms	SF	135	$ 120.00	$ 16,200.00
12	Utlities for Restrooms (Water, Sewer, Electricity)	LS	1	$ 4,750.00	$ 4,750.00
13	Playground (2-5 YEARS) (City to Install)	EA	1	$ 8,250.00	$ 8,250.00
14	Playground (5-12 YEARS) (City to Install)	EA	1	$ 11,900.00	$ 11,900.00
15	18' LED Lamp (With Foundation, Post Provided By City)	EA	6	$ 3,500.00	$ 21,000.00
16	4" Reinforced Concrete Basketball Court w/beams	CY	80	$ 300.00	$ 24,000.00
17	Basketball Court Striping	EA	1	$ 800.00	$ 800.00
18	Basketball Board (inc. Post and Board w/break away System)	LS	2	$ 2,000.00	$ 4,000.00
19	Gazibo Rehabilitation	EA	3	$ 6,400.00	$ 19,200.00
20	Traffic Control	LS	1	$ 10,000.00	$ 10,000.00
21	Storm Water Polution Prevention Plan	LS	1	$ 10,000.00	$ 10,000.00

Total Construction Cost	$ 153,657.50
8% Engineering Fee	$ 12,292.60
2% Survey Fee	$ 3,073.15
1% Geo-Tech (Material Testing)	$ 1,536.58
Total	**$ 170,559.83**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2014

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(les) 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
Higginbotham Insurance Agency, Inc.
dba Swantner & Gordon
600 Moore Ave
Portland TX 78374

CONTACT NAME: Kelly Norton
PHONE (A/C, No, Ext): 361-561-3931 **FAX (A/C, No):** 361-643-2649
E-MAIL ADDRESS: knorton@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, LTD	11000
INSURER B : Hartford Accident and Indemnity Co	22357
INSURER C : Wesco Insurance Company c/o	25011
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JIMEN3
Jimenez Engineering Solutions
International Consulting Engineers
Attn: Mr. Jesus J. Jimenez
PO Box 624
Corpus Christi TX 78403

COVERAGES **CERTIFICATE NUMBER:** 1647040127 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			65SBATC8512	3/27/2014	3/27/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			65UECPB1212	3/27/2014	3/27/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			65SBATC8512	3/27/2014	3/27/2015	EACH OCCURRENCE AGGREGATE 	$1,000,000 $1,000,000 $
B	**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			65WBCAE8630	3/27/2014	3/27/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Laibility			ARA111940700	12/4/2013	12/4/2014	E & O each occr	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Title Form #SS4163 06 11 and SS0008 045; Waiver of Subrogation applies on all policies as permitted by law and written contract; coverage is primary and non-contibutory basis as required by written contract. Excess policy to follow form to the certificate

CERTIFICATE HOLDER

Hildalgo County
Urban County Program
427 E Duranta Ave, Ste 107
Alamo TX 78518

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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HIDALGO COUNTY URBAN COUNTY
CITY OF ELSA PARK RECREATIONAL FACILITY
MODESTO HERNANDES, SR. MEMORIAL PARK RENOVATION PROJECT
MAN-HOUR BREAKDOWN

TASK	PROJ. MANAGER II $137/hr.	INSPECTOR II $68/hr	ENGINEER VI / R.P.L.S. $120/hr.	ENGINEER IV $98/hr	ENGINEER II $84/hr	SENIOR DESIGNER I / SURVEY TECH $82/hr	CAD TECHNICIAN IV $72/hr	CAD TECHNICIAN III $60/hr.	SURVEY CREW $160/hr.	REIMBURSED COSTS
A. BASIC SERVICES:										
I. PRELIMINARY ENGINEEING										
1.1. PREPARE PRELIMINARY ENGINEERING AND EXHIBITS	1			4			2	4		
1.2. PRELIMINARY COST ESTIMATE				1			2			
TOTAL PRELIMINARY ENGINEERING MAN-HOURS	1	0	0	5	0	0	4	4	0	
TOTAL PRELIMINARY ENGINEERING FEES	$137	$0	$0	$490	$0	$0	$288	$240	$0	$0
TOTAL PRELIMINARY ENGINEERING COSTS	$1,155									
II. SURVEYING										
2.1. TOPOGRAPHYC SURVEY			2					8	8.5	
2.2. CONTROL			2					2	4	
TOTAL SURVEYING MAN-HOURS	0	0	4	0	0	0	0	10	12.5	
TOTAL SURVEYING FEES	$0	$0	$480	$0	$0	$0	$0	$600	$2,000	$0
TOTAL SURVEYING COST	$3,080									
III. CONSTRUCTION DRAWINGS & SPECIFICATIONS										
3.1. TITLE SHEET				1			1	2		
3.2. GENERAL NOTES				1			1	1		
3.3. GENERAL LAYOUT				1			2	3		
3.4. TOPOGRAPHY AND CONTROL										
3.5. PARKING LOT GRADING				1			1	3		
3.6. PARKING LOT STRIPING AND STAKING				1			2	4		
3.7. WALKING TRAIL GRADING AND STAKING										
3.8. CANOPY REHABILITATION LAYOUT				1			2	4		
3.9. PLAYGROUND LAYOUT				1			2	4		
3.10. ENTRANCE MONUMENT DETAILS				1			2	4		
3.11. RESTROOMS PLAN VIEW				2			2	6		
3.12. RESTROOMS ELEVATIONS				1			2	4		
3.13. RESTROOMS SECTIONS				1			3	6		
3.14. RESTROOMS WATER AND SEWER				1			2	6		
3.15. RESTROOMS ELECTRIC LAYOUT										
3.16. RESTROOMS DETAILS				2			4	6		
3.17. UTILITY LAYOUT				1			2	4		
3.18. UTILITY DETAILS				2			2	4		
3.19. GENERAL DETAILS I				1			2	6		
3.20. GENERAL DETAILS II										
3.21. TRAFFIC CONTROL				1			2	4		
3.22. TRAFFIC CONTROL DETAILS										
3.23. SWPPP				1			1	2		
3.24. CONSTRUCTION EXIT DETAILS							1	1		
3.25. CONTRACT DOCUMENTS & SPECIFICATIONS				8						
3.26. QA/QC	3									
TOTAL CONSTRUCTION DRAWINGS & SPECIFICATIONS MAN-HOURS	3	0	0	29	0	0	36	74	0	$0
TOTAL CONSTRUCTION DRAWINGS & SPECIFICATIONS FEES	$411	$0	$0	$2,842	$0	$0	$2,592	$4,440	$0	$0
TOTAL CONSTRUCTION DRAWINGS & SPECIFICATIONS COST	$10,285									
IV. CONSTRUCTION PHASE SERVICE										
4.1. REVIEW BIDS, BID TABULATION AND AWARD	1			2						
4.2. REVIEW SUBMITTALS & PAY APPLICATIONS	1			4						
TOTAL CONSTRUCTION PHASE MAN-HOURS	2	0	0	6	0	0	0	0	0	
TOTAL CONSTRUCTION PHASE FEES	$274	$0	$0	$588	$0	$0	$0	$0	$0	$0
TOTAL CONSTRUCTION PHASE COST	$862									
V. SPECIAL SERVICE										
5.1. DRAINAGE REPORT										
5.2. TXDOT DRIVEWAY PERMIT (BY COUNTY)										
5.3. CONCRETE TEST FOR CONCRETE FOUNDATIONS										$1,537
TOTAL SPECIAL SERVICE MAN-HOURS	0	0	0	0	0	0	0	0	0	
TOTAL SPECIAL SERVICE FEES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,537
TOTAL SPECIAL SERVICE COST	$1,537									
TOTAL EST. MAN-HOURS FOR SERVICES	6	0	4	40	0	0	40	88	12.5	0
TOTAL EST. FEES FOR SERVICES	$822	$0	$480	$3,920	$0	$0	$2,880	$5,280	$2,000	$1,537
TOTAL EST. COST FOR SERVICES	$16,919									

NOTES:

1. NO PLATTING BEING DONE.
2. NO CONSTRUCTION REPRESENTATIVE TAKEN INTO CONSIDERATION IN THIS PROPOSAL, OTHER THAN CONTRACTOR'S PAY APPLICATION REVIEW AND APPROVAL
3. ADA COMPLIANCE & REGULATION (BY COUNTY)

AI-46906 **Urban County 16. C.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Irene Montoya **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts with **Quality Investments** for the demolition and reconstruction of the following:

1. (1) Unit in the City of San Juan and (1) unit in the City of Mercedes. Total contracts amount is $108,736.99 to Quality Investments.

BACKGROUND

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on September 9, 2014. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, October 1, 2014.

FY'12 Rehab Prog.
Funds Available: $225,459.72

FY'13 Rehab Prog.
Funds Available: $809,401.00

Attachments

Bid Tabulation G&G Contractors
Barrientes Plans
Perez Plans
Time Table Perez.pdf
Time table Barrientes
Loan Agreement Perez
Loan Agreement Barrientes
Insurance Quality Investment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 05:25 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Olga Lerma Started On: 10/09/2014 02:58 PM

Final Approval Date: 10/24/2014

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: October 01, 2014 Bid Opening Time: 9:30 am

Description of Bid: Demolition and Reconstruction of one (1) Unit in the San Juan and one (1) unit in Mercedes

Grant #: M-12-UC-48-0501-MG-01

G & G CONTRACTORS

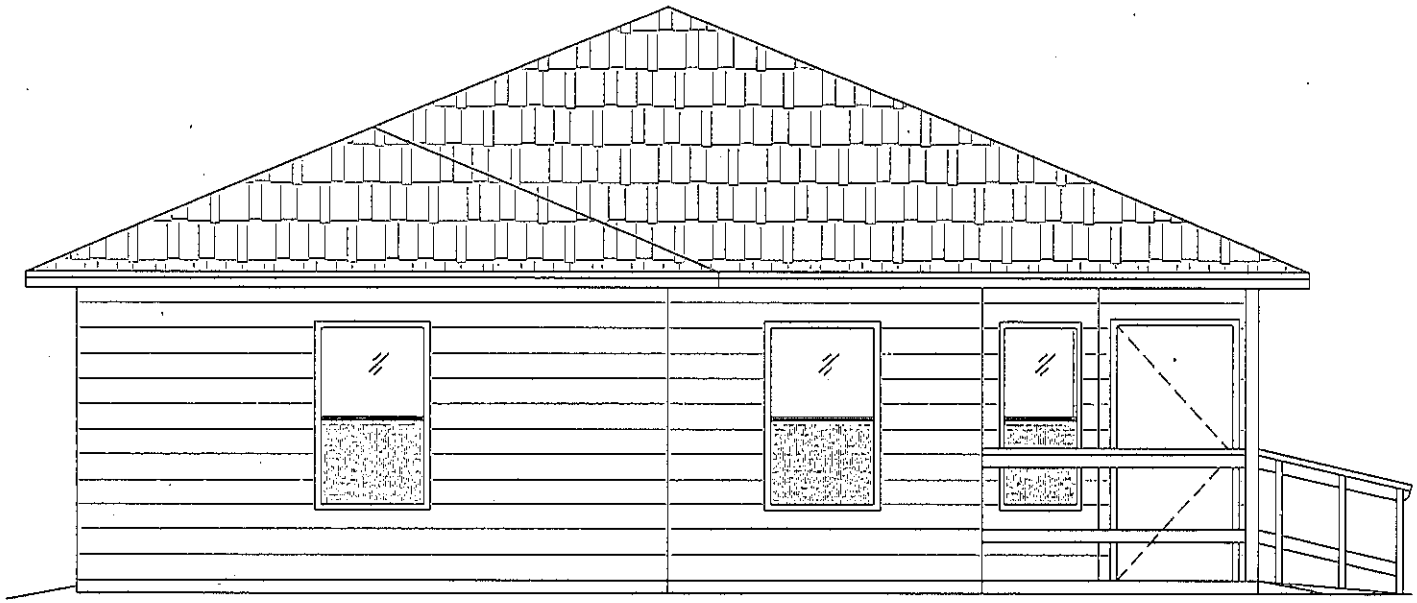
	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	PEREZ	$55,740.00	BB INCLUDED
2	BARREINTES	$55,740.00	BB INCLUDED

QUALITY INVESTMENTS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	PEREZ	$54,737.00	BB INCLUDED
2	BARREINTES	$53,999.99	BB INCLUDED

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

BARRIENTES RESIDENCE



DANIEL BARRIENTES
912 N. WASHINGTON – MERCEDES
956–351–9628

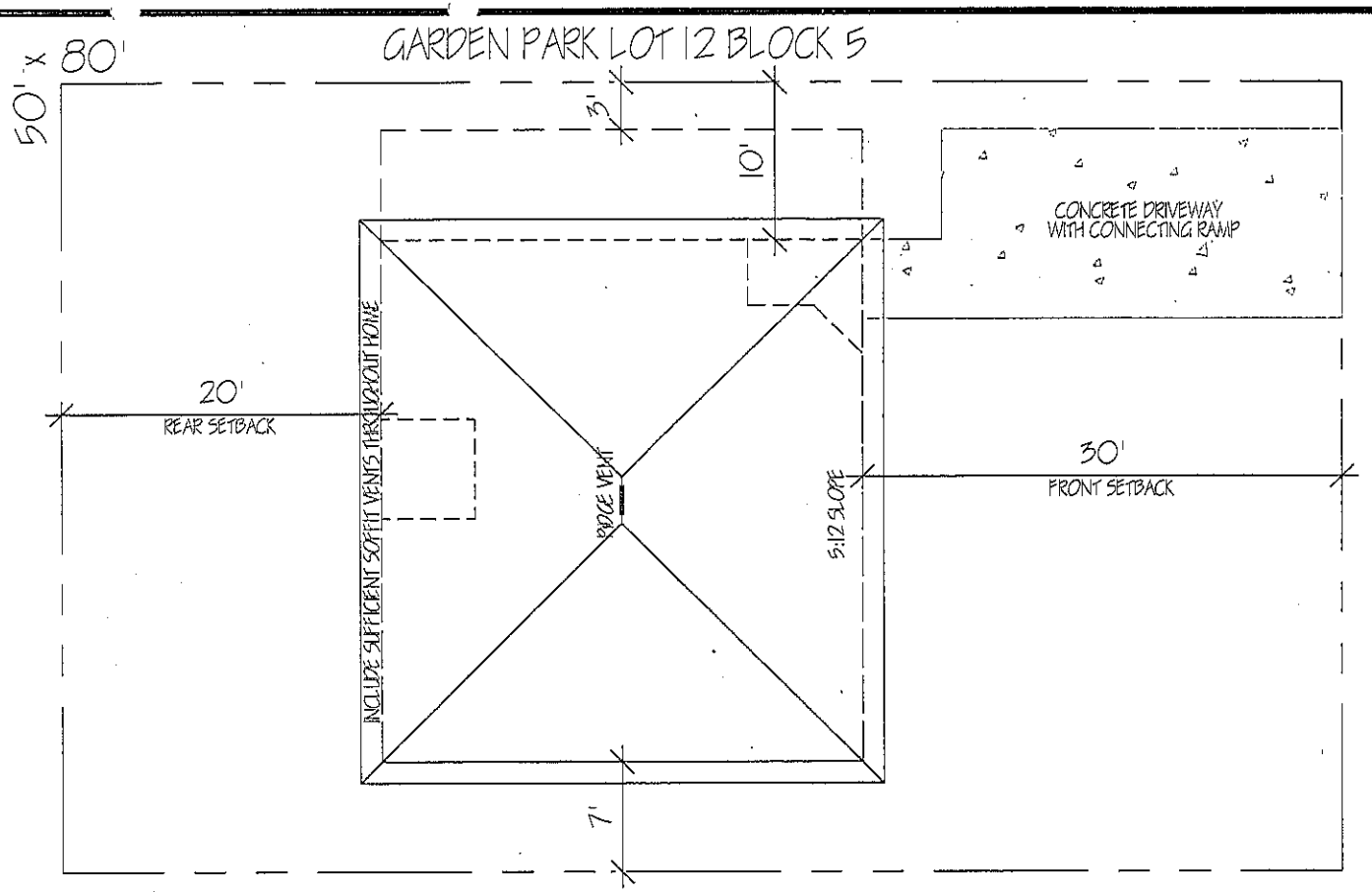
URBAN COUNTY PROGRAM
427 E. DURANTA STE 107– ALAMO
(956) 787–8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

DANIEL BARRIENTES
912 N. WASHINGTON AVE – MERCEDES

TOTAL AREA
990 SQ. FT.

PAGE 1



NOTE:

Please verify with city/ county on setbacks and for any requirements requarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ ordinances.
It is the responsibility of the Contractor to locate the rods and string the property. To avoid any problems it is now requred and the responsibility of the Contractor to order a property survey by professional engineer..

Also, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.

In addition, remember to replace septic tank if more than 10 yrs old.

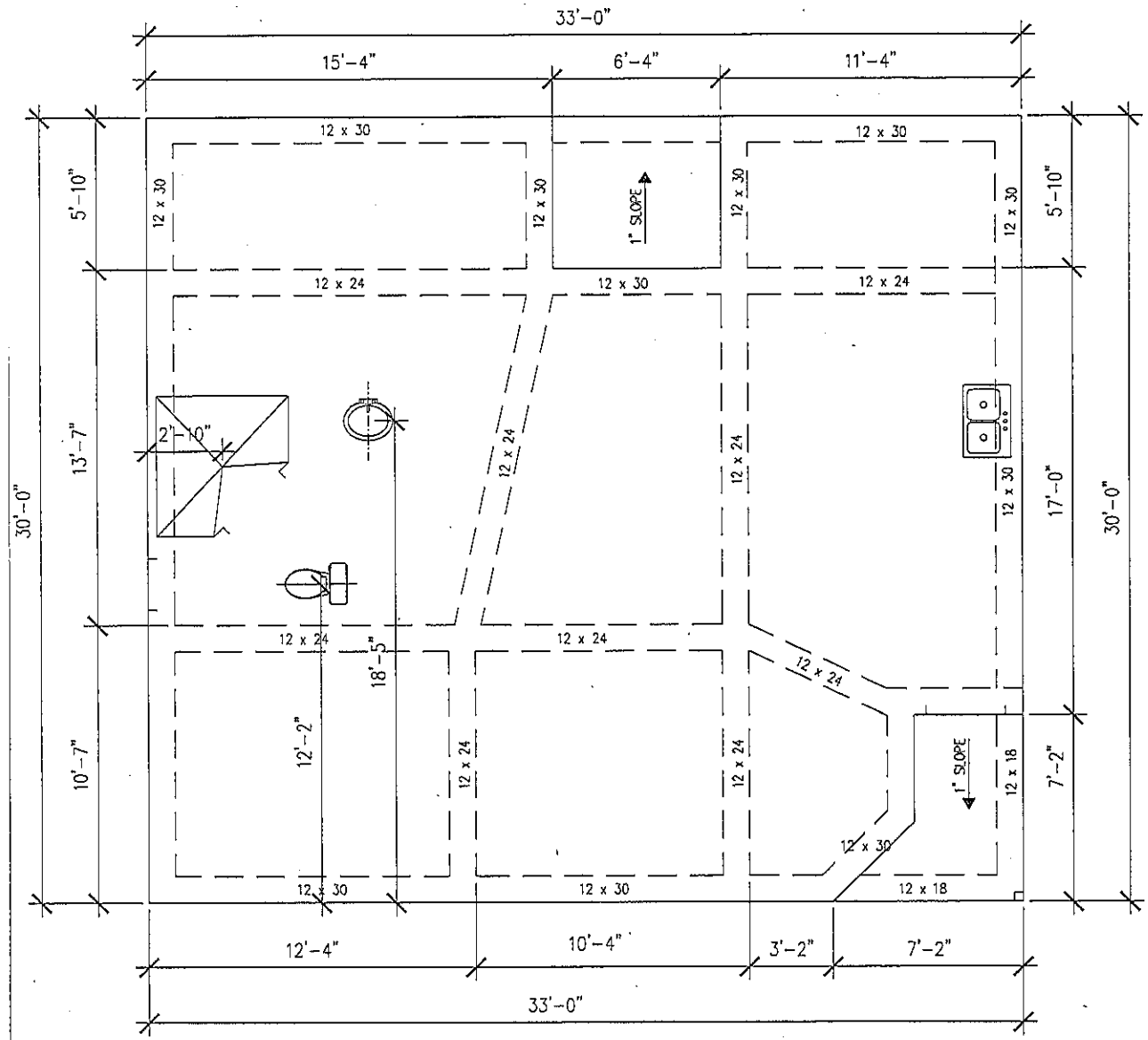
1 ROOF/ PLOT PLAN

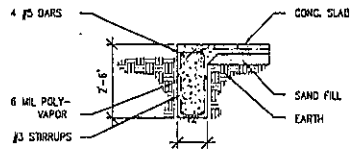
XREF SCALE: N.T.S.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

DANIEL BARRIENTES
912 N. WASHINGTON ST - MERCEDES

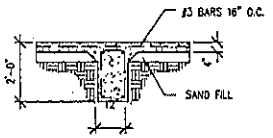
LIVING AREA
990 SQ. FT.





A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL.

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS $ INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

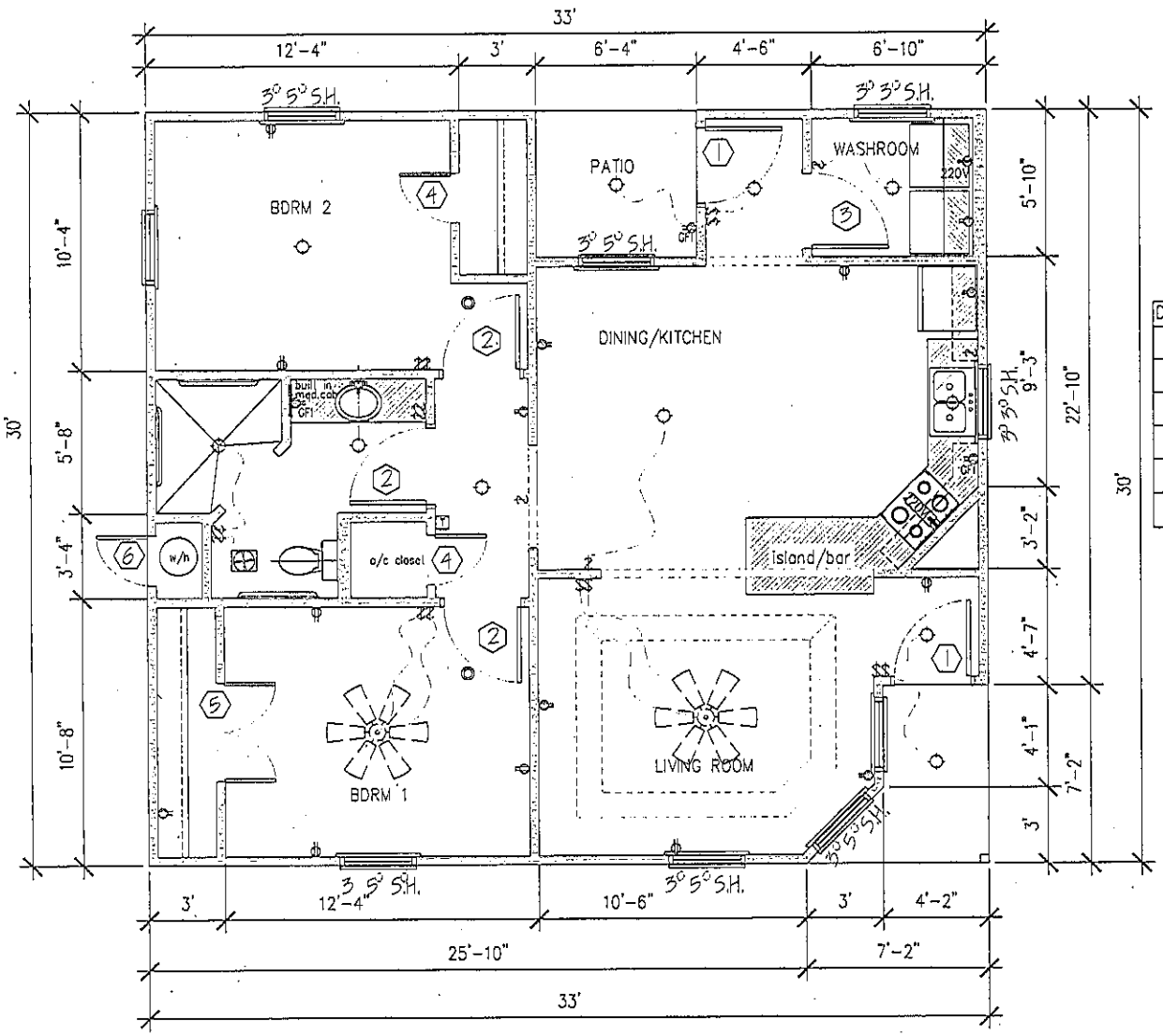
-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

TOTAL AREA
990 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

DANIEL BARRIENTES
912 N. WASHINGTON - MERCEDES TX



SQUARE FOOTAGE

LIVING AREA	919
PORCH/ PATIO	71
TOTAL SQ. FT.	990

ELECTRICAL LEGEND

WH	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	$	LIGHT SWITCH
220V	220v DUPLEX ELECTRICAL RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR
	BATHROOM EXHAUST FAN		

DOOR SCEDULE

DR#	TASK	SZ X 6⁸	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3⁰	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3⁰	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	3⁰	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2⁰	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	(2) 2⁰	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2⁰	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIOS FOR A GAS / ELECTRIC STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
Tan (wall) White (trim)

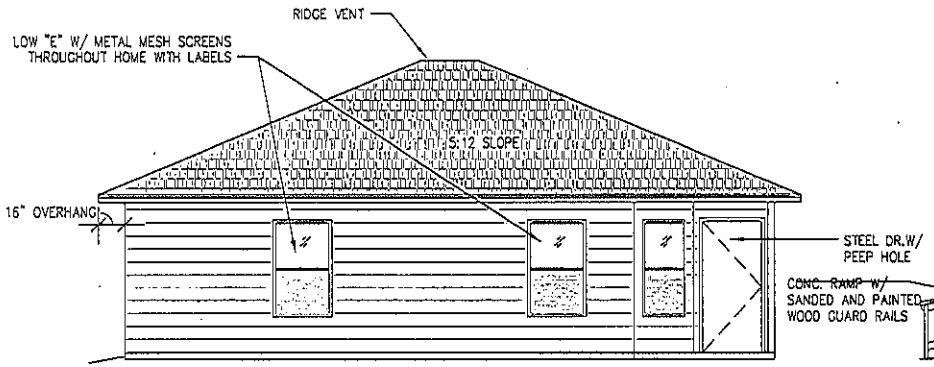
INTERIOR COLOR CHOICES TO BE OR MATCH:
Almond (wall) White (trim)

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 5 DAY OF Sept 2014
E. Daniel Barrientes

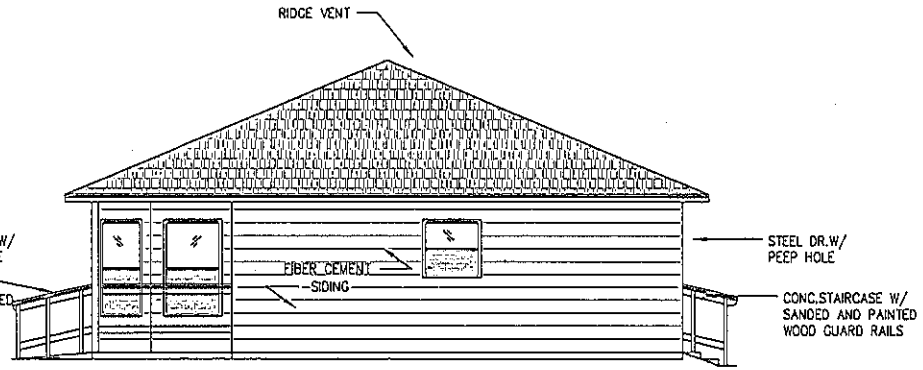
TOTAL AREA
990 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

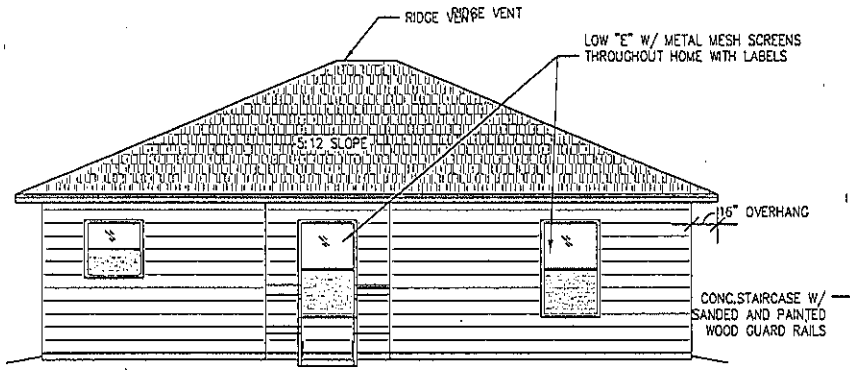
DANIEL BARRIENTES
912 N. WASHINGTON - MERCEDES TX



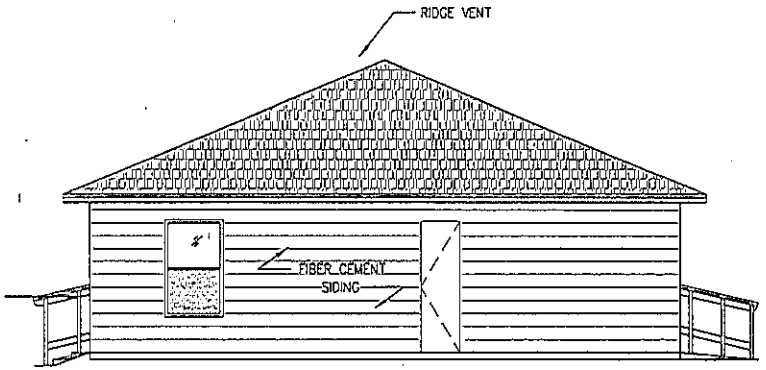
FRONT ELEVATION



RIGHT ELEVATION



BACK ELEVATION



LEFT ELEVATION

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

DANIEL BARRIENTES

912 N. WASHINGTON - MERCEDES TX

TOTAL AREA 990 SQ. FT.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) Daniel Barrientes CASE NO.: ME-50-14-02 DATE: 8-28-14 ADDRESS: 912 N. Washington Ave - Mercedes PHONE: 956-787-8127 BY: Mo Guerra

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & 12 X 25' CONC. DRIVEWAY THAT MUST HAVE ACCESS TO STREET.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS;
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- VANITY SINK WITH RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- ONE PIECE FIBER GLASS HANDICAP ACCESSIBLE SHOWER WITH FAUCETS, GRAB BARS & REMOVABLE SHOWER HEAD
- FIBER GLASS TUB/SHOWER FOR 2ND BATHROOMS UNLESS OTHERWISE NOTED.
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 46" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR. (need a combined R-30 & R-19 to meet requirement)
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH R-15 F.G. BATT.
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MAX).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MAX).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & BUILT IN MEDICINE CABINETS AS PER SPECS.INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT ESCAPING WATER FROM SHOWER. INSTALL SINK AND CABINET ABOVE TOILET WHEN INDICATED. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 20-25 DRIVEWAY AND STEPS WITH HANDRAILS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY, CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS & SURVEYS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE, KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS. (WINDSTORM, SURVEYS)
- MINIMUM 12x20-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 23. GENERAL NOTES OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS (
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514, TEXAS & INTERNATIONAL BUILDING CODES 2012

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

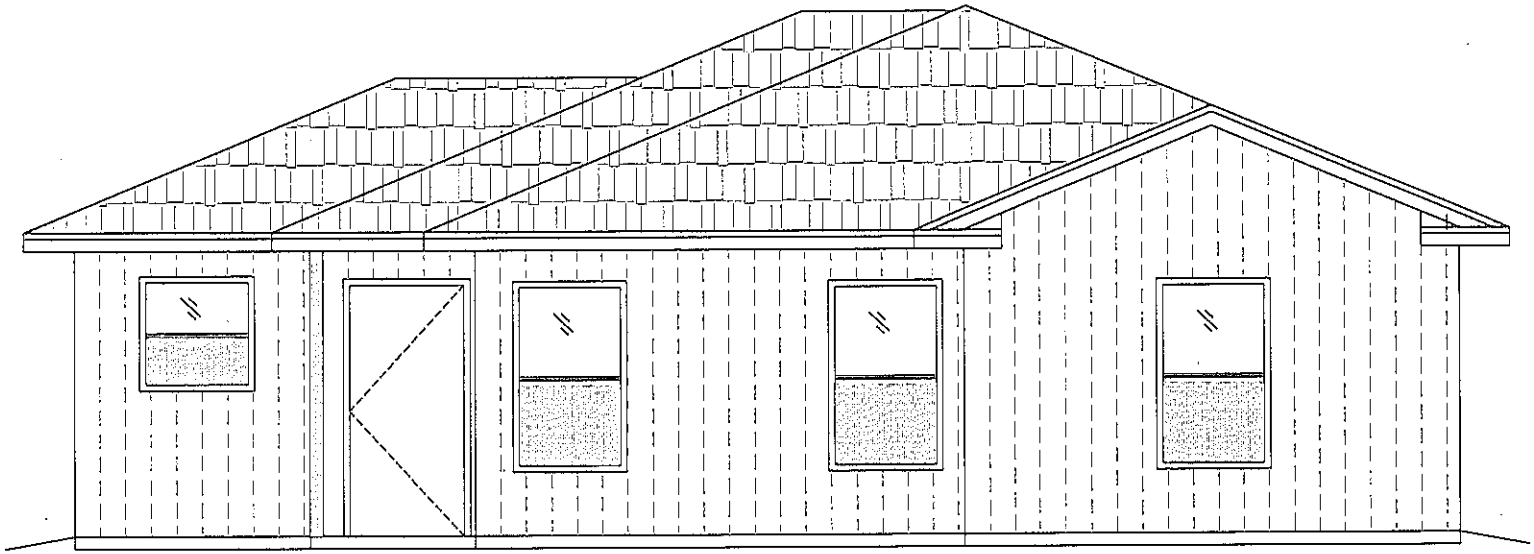
- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

NAME OF APPLICANT

Daniel Barrientes

PEREZ RESIDENCE



JOSE & CONCEPCION PEREZ
905 EBONY ST – SAN JUAN
956–781–6253

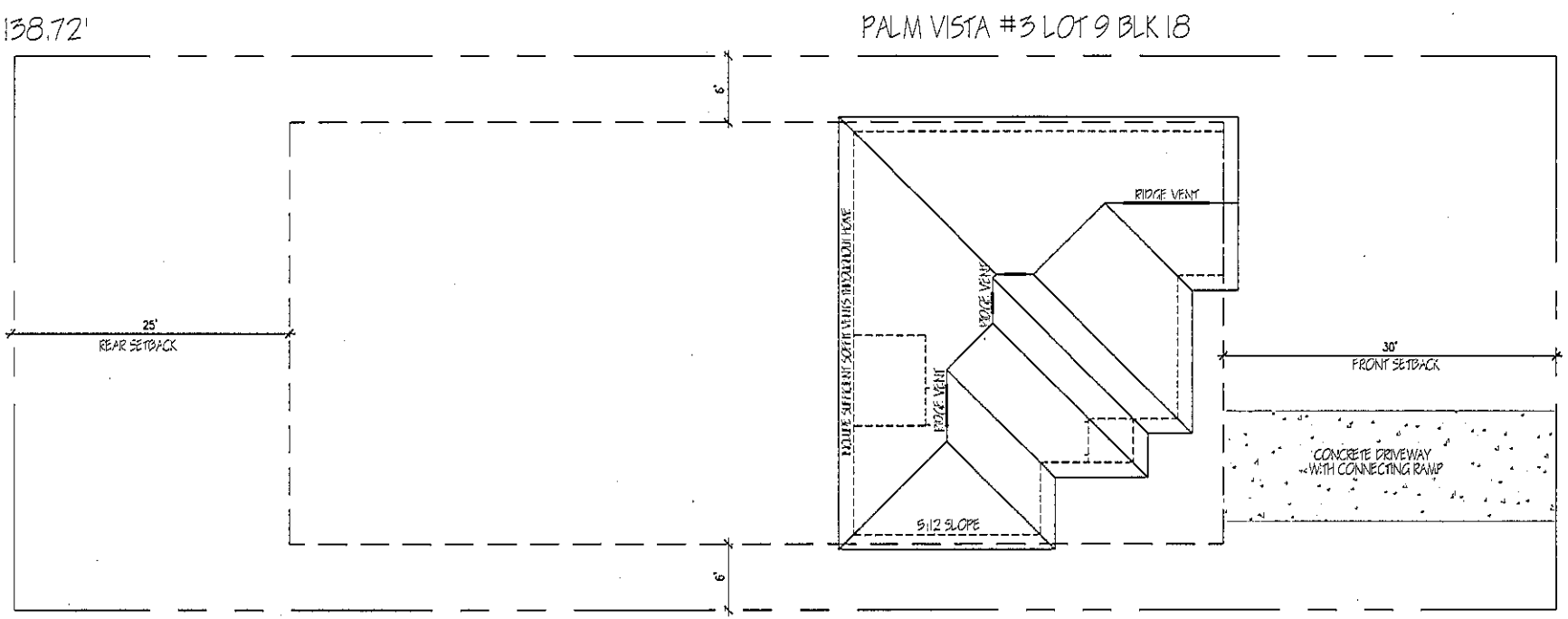
URBAN COUNTY PROGRAM
427 E. DURANTA STE 107– ALAMO
(956) 787–8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JOSE & CONCEPCION PEREZ
905 EBONY ST – SAN JUAN

TOTAL AREA
1018 SQ. FT.

PAGE 1



NOTE:

Please verify with city/ county on setbacks and for any requirements requarding sidewalk, driveway, landscaping, and any other obligations as per city requlations/ ordinances. It is the responsibility of the Contractor to locate the rods and string the property. To avoid any problems it is now required and the responsibility of the Contractor to order a property survey by professional engineer..

Also, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.

In addition, remember to replace septic tank if needed and is more than 10 yrs old.

1 ROOF/ PLOT PLAN

XREF

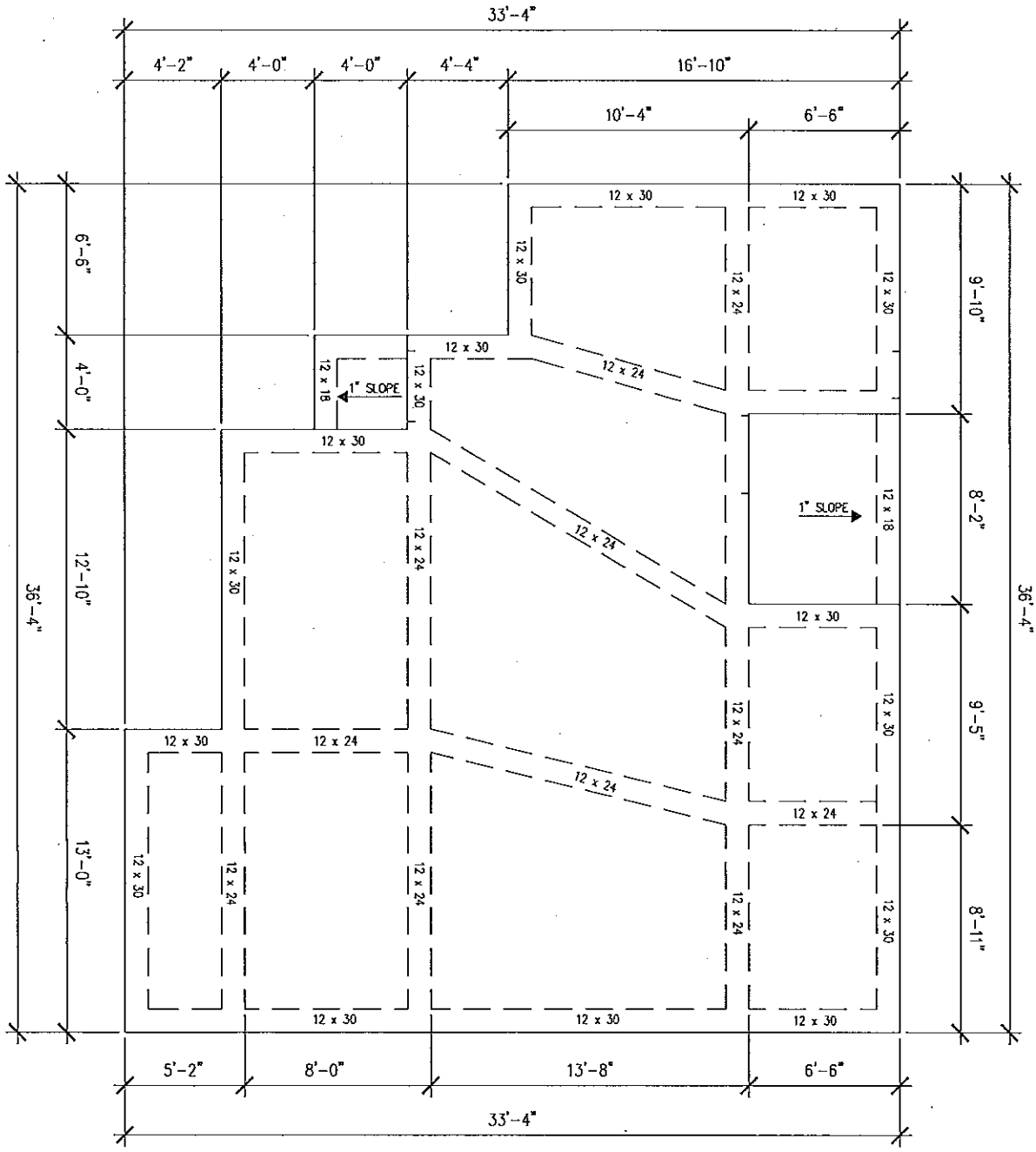
SCALE: N.T.S.

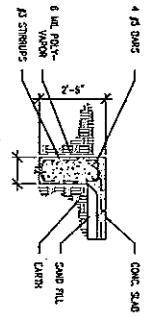
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JOSE & CONCEPCION PEREZ
905 EBONY ST - SAN JUAN

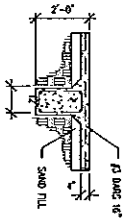
LIVING AREA
1018 SQ. FT.





A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS # INTERSECTIONS 2'X2' - APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

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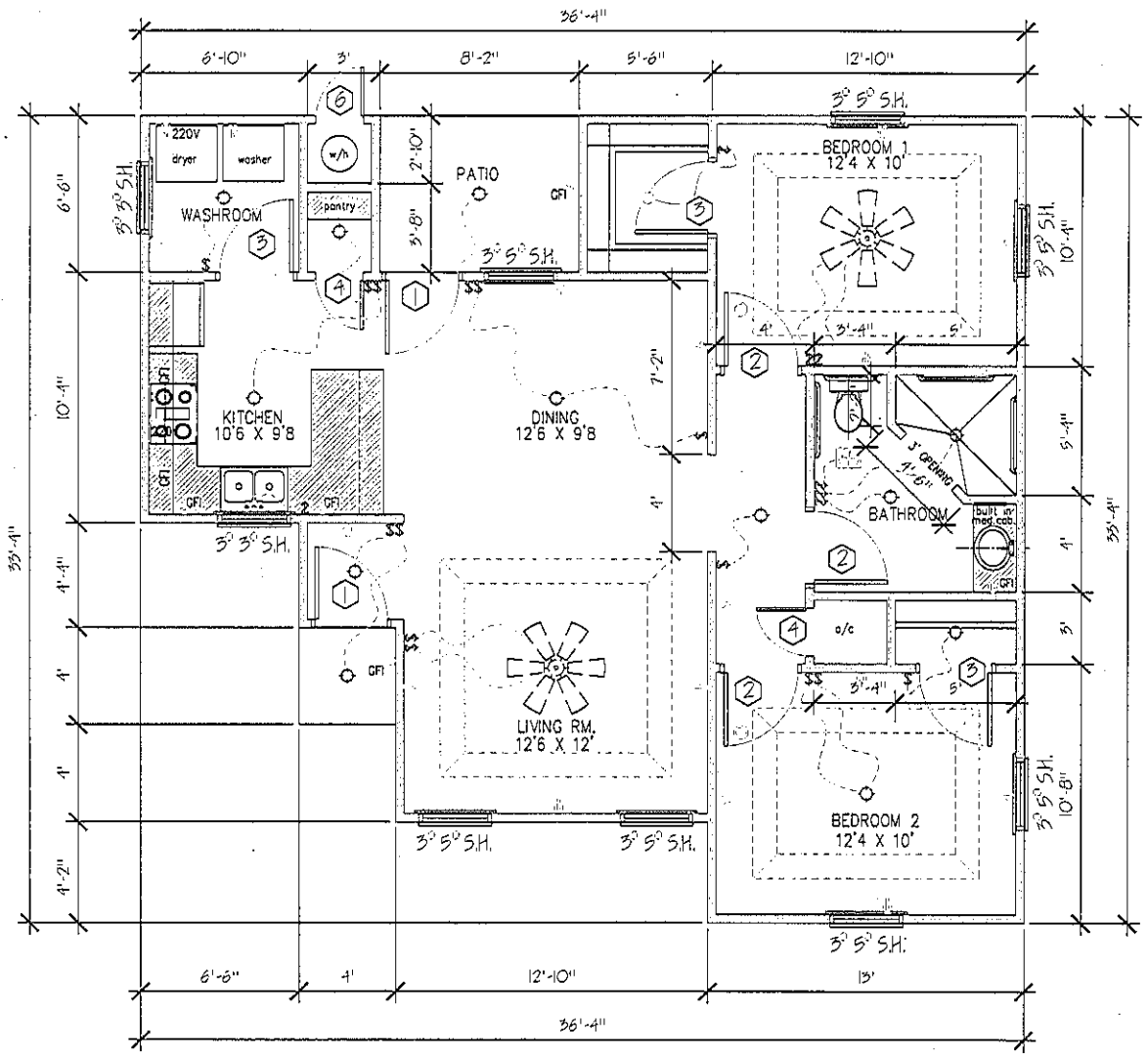
JOSE & CONCEPCION PEREZ

905 EBONY ST - SAN JUAN

TOTAL AREA 1018 SQ. FT.



SQUARE FOOTAGE

LIVING AREA	949
PORCH/ PATIO	69
TOTAL SQ. FT.	1018

ELECTRICAL LEGEND

WH	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	$	LIGHT SWITCH
220V	220v DUPLEX ELECTRICAL RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR
	BATHROOM EXHAUST FAN		

DOOR SCEDULE

DR#	TASK	SZ X 6⁸	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3⁰	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3⁰	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	3⁰	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2⁰	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	(2) 2⁰	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2⁰	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIOS FOR A GAS / ELECTRIC STOVE. (Natural Gas)
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:

wall _____ trim _____

INTERIOR COLOR CHOICES TO BE OR MATCH:

wall _____ trim _____

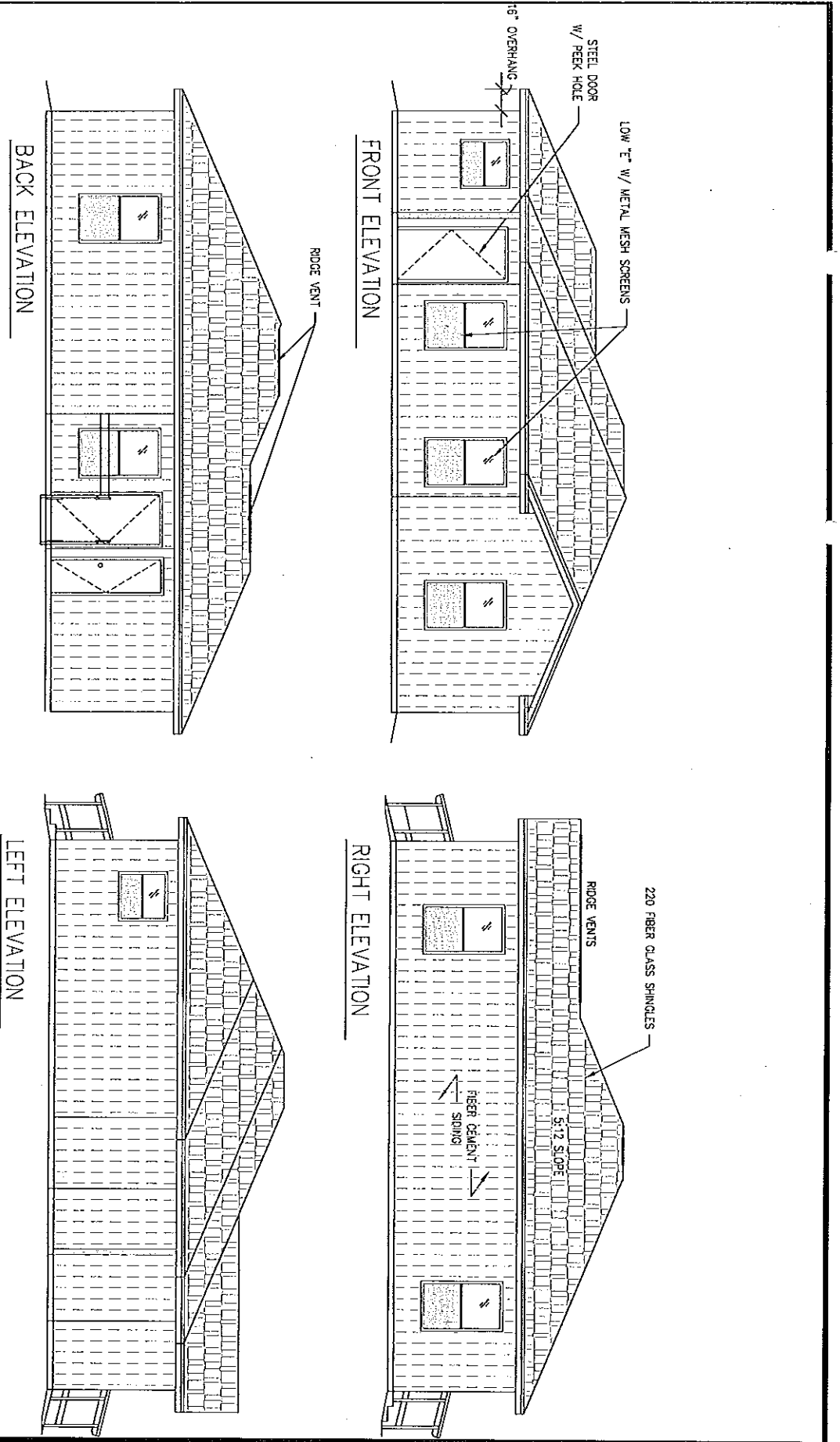
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME, THIS 26th DAY OF August 2014

Jose Antonio Perez

TOTAL AREA 1018 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JOSE & CONCEPCION PEREZ
905 EBONY ST - SAN JUAN



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

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JOSE & CONCEPCION PEREZ

905 EBONY ST - SAN JUAN

TOTAL AREA

1018 SQ. FT.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) Jose and Concepcion Perez CASE NO.: SJ 75-14-02 DATE: 8-28-14 ADDRESS: 905 Ebony – San Juan PHONE: 956-787-8127 BY: Mo Guerra

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & 12 X 25' CONC. DRIVEWAY THAT MUST HAVE ACCESS TO STREET.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- VANITY SINK WITH RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- ONE PIECE FIBER GLASS HANDICAP ACCESSIBLE SHOWER WITH FAUCETS, GRAB BARS & REMOVABLE SHOWER HEAD
- FIBER GLASS TUB/SHOWER FOR 2ND BATHROOMS UNLESS OTHERWISE NOTED.
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

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  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
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  - CEILING JOIST @ 24" O.C., **FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.**
  - **INSTALL BOOT TIES IN EVERY CORNER** OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

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INSULATE:

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ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT ***COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.*** *ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MAX).*

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BUILD AND / OR INSTALL A NEW VANITY CABINET FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

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16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 20-25 DRIVEWAY AND STEPS WITH HANDRAILS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING ***COMPARABLE IN QUALITY*** *TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS & SURVEYS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS. (WINDSTORM, SURVEYS)
- MINIMUM 12x20-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY THROUGHOUT CONSTRUCTION PROCESS (
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514, TEXAS & INTERNATIONAL BUILDING CODES 2012

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

NAME OF APPLICANT

Jose and Concepcion Perez

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	October 28, 2014
Demolition	November 6, 2014
Construction Start	November 7, 2014
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	February 3, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$54,737.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$54,737.00

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	June 30, 2014
Demolition	July 9, 2014
Construction Start	July 10, 2014
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	October 5, 2014

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$48,769.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$48,769.00

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **October 28, 2014**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Jose Antonio & Concepcion L. Perez**

BORROWER'S ADDRESS:

905 Ebony St.
San Juan, Texas 78589

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Ste. 107
Alamo, Texas 78516

CONTRACTOR: **Emigdio Villanueva, Quality Investments**

CONTRACTOR'S ADDRESS:

519 E. 9th St., Ste B
Mission, Texas 78572

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$54,737.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$54,737.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION**:** **$54,737.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by

Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal

warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____

Jose A. Perez

_____

Concepcion L. Perez

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Emigdio Villanueva**
Its: **Quality Investments**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **28th** day of **October, 2014**, by **Jose A. Perez.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **28th** day of **October, 2014**, by **Concepcion L. Perez.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **28th** day of **October 2014**, by **Emigdio Villanueva, Owner of the Quality Investments,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO EMIGDIO VILLANUEVA, QUALITY INVESTMENTS AT 519 E. 9TH ST., STE. B, MISSION, TEXAS 78572 NOT LATER THAN MIDNIGHT OF OCTOBER 31, 2014.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

Jose A. Perez

_____

Concepcion L. Perez

EXHIBIT “A”
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 9 Block 18, Palm Vista Subdivision No. 3 San Juan, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **October 28, 2014**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Daniel Barrientes**

BORROWER'S ADDRESS:

912 N. Washington Ave.
Mercedes, Texas 78570

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Ste. 107
Alamo, Texas 78516

CONTRACTOR: **Emigdio Villanueva, Quality Investments**

CONTRACTOR'S ADDRESS:

519 E. 9th St., Ste B
Mission, Texas 78572

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$53,999.99**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$53,999.99**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION**:** **$53,999.99**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by

Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal

warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____

Daniel Barrientes

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Emigdio Villanueva**
Its: **Quality Investments**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **28th** day of **October, 2014**, by **Daniel Barrientes.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **28th** day of **October 2014**, by **Emigdio Villanueva, Owner of the Quality Investments,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO EMIGDIO VILLANUEVA, QUALITY INVESTMENTS AT 519 E. 9TH ST., STE. B, MISSION, TEXAS 78572 NOT LATER THAN MIDNIGHT OF OCTOBER 31, 2014.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

Daniel Barrientes

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 12 Block 5 Garden Park Subdivision, an addition to the City of Mercedes, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

EXHIBIT "C"
SPECIAL CONDITIONS

None.

JUN. 24. 2014 8:33AM SOUTHERN AMERICAN INS. NO. 9005

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2014

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
Southern American Insurance Agency, Inc.
8203 Willow Place South
Suite 500
Houston, TX 77070

CONTACT NAME: Southern American Ins Agency
PHONE (A/C, No, Ext): 281.890.9294 FAX (A/C, No): 281.890.2229
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Co.	22945
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Emigdio Villanueva Jr
DBA: Quality Investments
P. O. Box 943
Mission, TX 78573

COVERAGES CERTIFICATE NUMBER: 14-15 WC 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)	$
			X				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 Y/N			SBP0001112441	01/01/2014	01/01/2015	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Emilio Villanueva, owner, is excluded from coverage.

CERTIFICATE HOLDER

FAX: 956.318.2988

Hildago County
Attn: Monica Guerra
427 E. Duranta Ave.
Alamo, TX 78516

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 C.A. McBlue

Southern American Ins. Agcy./CAW

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State Farm

Texas Business Auto Coverage Form Declarations-Page 1
State Farm Mutual Automobile Insurance Company

PO Box 799100
Dallas TX 75379

65630-2-5 MATCH 00065 MUTL VOL

DECLARATIONS PAGE

NAMED INSURED AND MAILING ADDRESS
ITEM ONE: 00065 53-8718-21A5 A

00065 0068
VILLANUEVA, EMIGDIO
3618 N BRYAN RD
MISSION TX 78573-1350

POLICY NUMBER 252 9260-E03-53
POLICY PERIOD MAY 03 2014 to NOV 03 2014

STATE FARM PAYMENT PLAN NUMBER
1130703925

AGENT
SERGIO PENA
1240 E BUSI HWY 83 STE A
MISSION, TX 78572-9600

PHONE: (956)581-7362 or (956)581-0720

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
SEPARATE STATEMENT ENCLOSED IF AMOUNT DUE.

FORM OF BUSINESS: ☐ CORPORATION ☐ PARTNERSHIP ☒ INDIVIDUAL ☐ OTHER
ITEM THREE: SCHEDULE OF COVERED AUTOS YOU OWN

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	CLASS	TERRITORY
2007	TOYOTA	TUNDRA	FLTBDTRK	5TBRV541X7S449811	Commercial	57

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS
COVERAGE SYMBOL - COVERAGE NAME - LIMIT - AUTO COVERAGE SYMBOL - PREMIUM

SYMBOLS	COVERAGES	PREMIUMS 2007 TOYOTA
	See policy for coverage details.	
AB	Bodily Injury/Property Damage Liability - (Symbol 7)	$380.62
	Limit-Coverage AB $1,000,000 Each Accident	
D500	$500 Deductible Comprehensive - (Symbol 7)	$61.90
G1000	$1000 Deductible Collision - (Symbol 7)	$67.12
U	Uninsured/Underinsured Motorists	
	(See Endorsement)	
	Limit-Coverage U-Bodily Injury	$15.42
	Each Person, Each Accident	
	$30,000 $60,000	
	Limit-Coverage U-Property Damage ($250 Deductible)	$15.65
	Each Accident	
	$25,000	
	Total premium for MAY 03 2014 to NOV 03 2014	$460.71 This is not a bill

IMPORTANT MESSAGES

Your policy consists of this declarations page, the policy booklet - form 9843U.3ST, and any endorsements that apply, including those issued to you with any subsequent renewal notice.

New Policy Form

EXCEPTIONS AND ENDORSEMENTS Attached to this Policy - Premium for endorsements(shown above when applicable)

6943BB AMENDATORY ENDORSEMENT.
IL 00 21 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT BROAD FORM.
TE 00 39B AMENDATORY ENDORSEMENT: CHANGE CONDITIONS AND DEFINITIONS.
TE 00 40B AMENDATORY ENDORSEMENT-TEXAS: CHANGE TO CONDITIONS, PHYSICAL DAMAGE COVERAGE AND DEFINITION OF SECTION IV.
[illegible] 2-SYMBOL 7 SPECIFICALLY DESCRIBED AUTOS.
TE 04 06B MEXICO COVERAGE-LIMITED.
TE 04 09D UNINSURED/UNDERINSURED MOTORISTS INSURANCE (COVERAGE U).

Agent: SERGIO PENA
Telephone: (956)581-7362
Prepared MAY 14 2014 8718-A79

AI-47035 **Elections Administration 17. A.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the La Joya Independent School District for their election to be held on November 4, 2014.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 10-17-2014, La Joya ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

La Joya ISD Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 09:31 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Amanda Valdez Started On: 10/17/2014 04:32 PM

Final Approval Date: 10/24/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 4, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 4, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree

to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 4, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election

contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an

administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Alda T. Benavides
Superintendent of Schools
La Joya ISD
200 W Expressway 83
La Joya, TX 78560

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract 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.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 29th day of August, 2014

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

LA JOYA ISD
ENTITY

BY: Alda Benavides

PRINT: DR. ALDA T. BENAVIDES

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY: Elena S. Ochoa

PRINT: Elena S. Ochoa

TITLE: Administrative Assistant

ELECTIONS ADMINISTRATOR

BY: Yvonne Ramon
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: La Joya ISD Place 1, 2 & 3 — **DATE: November 4, 2014**

6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	12	$120.00
F	Election Media per Polling Location(s)	**$100.00**	12	$1,200.00
G	*iVotronic Voting Machine(s)	**$150.00**	60	$4,500.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	12	$900.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$750.00**	1	$750.00
			Total iVotronic Coding Charges	$7,950.00
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	**$150.00**	8	$600.00
C	Printer Labels (per vote)	**$0.03**	27906	$837.18
D	Username/Password - Per Polling Location	**$20.00**	12	$240.00
			Total Electronic Poll Book Charges	$2,327.18
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	600	$330.00
	Election Day Combination Forms	**$0.55**	600	$330.00
	*Election Judge Kit for Early Voting	**$35.00**	4	$70.00
	*Election Judge Kit for Election Day	**$35.00**	8	$140.00
	Polling Location Map(s)	**$17.00**	12	$204.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	500	$100.00
			Total Supplies Charges	$1,174.00
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	1200	$300.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	2800	$1,120.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	500	$1,000.00
	Postage Mail-in-Ballots (per request)	**$0.61**	500	$305.00
	Correspondence Postage	**$0.49**	8	3.92
			Total Mail & Ballot Service Charges	$2,728.92
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00
6.06	**Report Fees**	**Price**	**Quantity**	**Total**
	SOS Pct. By Pct.	**$28.00**	1	$28.00
			Total Polling Location Rental Charges	$28.00
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	**$46,835.00**		$23,417.50
	*Payroll for Election Day Employees	**$8,780.00**		$4,390.00
			Total Payroll Charges	$27,807.50
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	$250.00
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Additional Canvass Reports	**TBD**	0	$0.00
			Total Canvass Report Charges	$0.00
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	4	719	$51.77
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	28	5033	$2,254.78
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	8	132	$19.01
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	56	924	$827.90
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$3,153.46
6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone	**$17.52**	8	$140.16
			Total Cell Phone Charges	$140.16
6.12			Subtotal	$47,359.22
			Administrative Fees (10%)	$4,735.92
			ESTIMATED GRAND TOTAL	$52,095.14

AI-47042 **Elections Administration 17. B.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the La Villa Independent School District for their election to be held on November 4, 2014.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 10-14-2014, La Villa ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

La Villa ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 09:34 AM
Manuel Chapa	Manuel Chapa	10/23/2014 08:43 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Amanda Valdez Started On: 10/17/2014 04:58 PM

Final Approval Date: 10/24/2014

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WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

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(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
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3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

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(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election

contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an

administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Monica Mata
Business Manager
La Villa ISD
PO Box 9
La Villa, TX 78562

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract 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.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 6th day of August, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

LA VILLA ISD
ENTITY

BY: _____

PRINT: JUDITH SOLIS

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST

BY: Monica Mata

PRINT: Monica Mata

TITLE: Business Manager

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: La Villa ISD Place 5, 6 & 7 — **DATE: November 4, 2014**

6.01	Coding Services for iVotronic	Price	Quantity	Total
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	9	$90.00
F	Election Media per Polling Location(s)	$100.00	2	$200.00
G	*iVotronic Voting Machine(s)	$150.00	4	$300.00
G	*ADA iVotronic Voting Machine(s)	$150.00	2	$150.00
H	Delivery/ Pick-up Fee (includes Mileage)	$750.00	1	$750.00
			Total iVotronic Coding Charges	$1,970.00
6.02	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	$150.00	1	$75.00
C	Printer Labels (per vote)	$0.03	1733	$51.99
D	Username/Password - Per Polling Location	$20.00	2	$40.00
			Total Electronic Poll Book Charges	$816.99
6.03	Supplies	Price	Quantity	Total
	Early Voting Combination Forms	$0.55	75	$41.25
	Election Day Combination Forms	$0.55	75	$41.25
	*Election Judge Kit for Early Voting	$35.00	1	$17.50
	*Election Judge Kit for Election Day	$35.00	1	$17.50
	Polling Location Map(s)	$17.00	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	300	$60.00
			Total Supplies Charges	$211.50
6.04	Mail & Ballot Service	Price	Quantity	Total
	Mail-in-Ballot Applications	$0.25	900	$225.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	450	$180.00
	Mail-in-Ballots Kit(s) per request	$2.00	300	$600.00
	Postage Mail-in-Ballots (per request)	$0.61	300	$183.00
	Correspondence Postage	$0.49	1	0.49
			Total Mail & Ballot Service Charges	$1,188.49
6.05	Advertisements/Notices	Price	Quantity	Total
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00
6.06	Polling Location Rental Fees	Price	Quantity	Total
			0	$0.00
			Total Polling Location Rental Charges	$0.00
6.07	Payroll for Training and Election Poll Workers	Price		Total
	*Payroll for Early Voting Employees		$8,832.75	$4,416.38
	*Payroll for Election Day Employees		$833.50	$416.75
			Total Payroll Charges	$4,833.13
6.08	Payroll for Ballot Board	Price	Quantity	Total
	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	$250.00
6.09	Canvass Reports	Price	Quantity	Total
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	$0.00

6.10 Insurance	Hourly rate	Workers	Hours wrk	Total
Liability insurance for Early Voting Supervisors	$ 9.00	1	179.75	$3.24
(hourly rate X workers X hrs worked X 0.002)				
Liability insurance for Early Voting Clerks	$ 8.00	5	898.75	$71.90
(hourly rate X workers X hrs worked X 0.002)				
Liability insurance for Election Day Presiding Judges	$ 9.00	1	16.5	$0.30
(hourly rate X workers X hrs worked X 0.002)				
Liability insurance for Election Day Alternate/Clerks	$ 8.00	5	82.5	$6.60
(hourly rate X workers X hrs worked X 0.002)				
			Total Insurance Charges	$82.03

6.11	Cell Phones	Price	Quantity	Total
	Verizon Wireless phone	$17.52	1	$17.52
			Total Cell Phone Charges	$17.52

6.12			
		Subtotal	$11,169.66
		Administrative Fees (10%)	$1,116.97
	Share cost with County	ESTIMATED GRAND TOTAL	$12,286.62

AI-47128 **Elections Administration 17. C.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Appointment of the Early Voting Ballot Board for the November 4, 2014 General and Special State Constitutional Amendment Elections.
2. Appointment of the Central Counting Station for the November 4, 2014 General and Special State Constitutional Amendment Elections.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2014 03:03 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Monica Badillo Started On: 10/23/2014

Final Approval Date: 10/24/2014

AI-46974 **Head Start 18. A.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Purchase Custodial Supplies and Equipment (Contract #397-12) through the Hidalgo County's Membership/Participation with Texas Association School Board (TASB) Buyboard's Awarded Vendors for the Term of the TASB Contract Ending on August 31, 2015
a. Gulf Coast Paper Company
b. Matera Paper Co., Ltd.
c. Staples Contract & Commercial, Inc.

BACKGROUND

Policy Council Approval: 10.13.14

Attachments

Custodial Supplies

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2014 01:57 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Linda Galaviz Started On: 10/13/2014 09:45 AM

Final Approval Date: 10/24/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: October 15, 2014

SUBJECT: Discussion/Approval on Request to Purchase Custodial Supplies and Equipment (Contract #397-12) Through the Hidalgo County's Membership/ Participation with Texas Association School Board (TASB) Buyboard's Awarded Vendors for the Term of The TASB Contract Ending on August 31, 2015:

a. Gulf Coast Paper Company
b. Matera Paper Co., Ltd.
c. Staples Contract & Commercial, Inc.

RATIONALE/NEED: This contract would allow the purchase of the lowest and best prices on custodial supplies and equipment (as needed) under program/cooperative.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds for this project are available. Acct. #19-5204-20-10000-505

RELATED INFORMATION INCLUDED: Participant Info

****

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

BuyBoard®
Cooperative Purchasing

Custodial Supplies & Equipment 397-12 Expires: 8/31/2015

Gulf Coast Paper Company

Matera Paper Co., Ltd.

Staples Contract & Commercial, Inc.

AI-46975 **Head Start 18. B.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and Behavioral Health Solutions of South Texas

BACKGROUND

Policy Council Approval: 10.13.14

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2014 01:57 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Linda Galaviz Started On: 10/13/2014 09:49 AM

Final Approval Date: 10/24/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: October 15, 2014

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and Behavioral Health Solutions of South Texas

RATIONALE/NEED: Memorandum of Understanding (MOU) is to collaborate with the Local Community Agency in assisting Head Start Children and families.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

****

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Tovar

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Behavioral Health Solutions of South Texas

This written memorandum of understanding will serve as a collaborative agreement between the **Prevention Resource Center-Region 11/ Behavioral Health Solutions of South Texas** and **Hidalgo County Head Start Program** in an effort to identify local community and county data resources to facilitate the development of a Regional Needs Assessment which will be available for the agency and the community. Also, this collaboration will help to identify local community, county and regional training needs and resources. The Prevention Resource Center's goals are to establish a central data collection repository for Region 11; to ensure accessible regional substance abuse and mental health training.

This is a non-binding, non-financial Letter of Understanding.

The Prevention Resource Center Region 11 (PRC 11) will provide the following services or resources to the 19 counties located in Health and Human Services Region 11:

- Develop and provide access to a central data collection repository for the region focused on identifying local, county, and regional data resources.
- Share available data, resources and statistics with community stakeholders.
- Complete a Regional Needs Assessment (RNA) and provide access to final document.
- Offer networking assistance to strengthen prevention efforts in the community.
- Promote the College Survey and assist universities/colleges in participating.
- Facilitate access and coordinate prevention trainings available through Coordinated Training Services for DSHS funded providers.

Hidalgo County Head Start Program agrees to provide support in the following tasks:

- Participate in PRC 11 data collection efforts such as completing surveys and responding to requests for data (alcohol and drug related offenses; violent crime, statistics, prevention efforts, intervention/treatment services, disciplinary offenses, and dropout rates).
- Offer networking assistance to strengthen prevention efforts in our community by attending meetings facilitated by PRC 11.
- Provide PRC 11 staff with feedback related to gaps in data collection, networking, data sharing, and coordination of training efforts.

All RGV Council staff will maintain confidentiality requirements in accordance to Federal Confidentiality rules (42CFR 2). Funding for these services is provided by a grant from the Texas Department of State Health Services and no fees or cost will be incurred by the Hidalgo County Head Start Program.

This Collaborative agreement will be enforced from September 1, 2014 through August 31, 2015 and may be amended or terminated by either party by submitting a written request at any time.

Behavioral Health Solutions of South Texas:

_____ Jose G. Gonzalez, LCSW, CCH, BCPS, Chief Executive Officer

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

AI-46976 **Head Start 18. C.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Purchase Classroom Supplies and Equipment Contract #407-12) through the Hidalgo County's Membership/Participation with Texas Association School Board (TASB) Buyboard's Awarded Vendors for the Term of the TASB Contract Ending on October 31, 2015

a. Hatch
b. Kaplan Early Learning Company
c. Lakeshore Learning
d. National Educational Systems, Inc.
e. Oriental Trading Company
f. Positive Promotion, Inc.
g. School Specialty, Inc.

BACKGROUND

Policy Council Approval: 10.13.14

Attachments

Classroom Supplies

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2014 01:57 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Linda Galaviz Started On: 10/13/2014 09:54 AM

Final Approval Date: 10/24/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: October 15, 2014

SUBJECT: Discussion/Approval on Request to Purchase Classroom Supplies and Equipment (Contract #407-12) Through the Hidalgo County's Membership/ Participation with Texas Association School Board (TASB) Buyboard's Awarded Vendors for The Term of The TASB Contract Ending on October 31, 2015:

a. Hatch
b. Kaplan Early Learning Company
c. Lakeshore Learning
d. National Educational Systems, Inc.
e. Oriental Trading Company
f. Positive Promotion, Inc.
g. School Specialty, Inc.

RATIONALE/NEED: This contract would allow the purchase of the lowest and best prices on classroom supplies and equipment (as needed) under program/cooperative.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds for this project are available. Acct. #19-5205-20-10000-205

RELATED INFORMATION INCLUDED: Participant Info

* * * \

BuyBoard®
Cooperative Purchasing

Classroom Supplies & Equipment 407-12 Expires: 10/31/2015

Hatch

Kaplan Early Learning Company

Lakeshore Learning

National Educational Systems, Inc.

Oriental Trading Company

Positive Promotion, Inc.

School Specialty, Inc.

AI-46977 **Head Start 18. D.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Purchase One (1) Cargo Van through the Hidalgo County's Membership/Participation with the Texas Association School Board (TASB) Buyboard's Awarded Vendor, Caldwell Chevrolet (Including TASB Administrative Fees)

BACKGROUND

Policy Council Approval: 10.13.14

Attachments

Cargo Van

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2014 01:57 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Linda Galaviz Started On: 10/13/2014 10:00 AM

Final Approval Date: 10/24/2014

Hidalgo County Head Start Program

Policy Council Agenda

DATE: October 15, 2014

SUBJECT: Discussion/Approval on Request to Purchase One (1) Cargo Van through the Hidalgo County's membership /Participation with the Texas Association School Board (TASB) Buyboard's Awarded Vendor, Caldwell Chevrolet. (Including TASB administrative fees.

RATIONALE/NEED: The program is in need of replacement cargo van for the maintenance department. Existing vans are obsolete. This contract would allow the purchasing of the lowest and best pre-bided prices on vans under program/cooperative.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds for this project are available. $21,690.00

RELATED INFORMATION INCLUDED: Quote

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

QUOTE# 00A CONTRACT PRICING WORKSHEET

End User: HIDALGO COUNTY HEAD START	Contractor: CALDWELL COUNTRY
Contact Name: ANGELICA SALINAS	CALDWELL COUNTRY
Email: ANGELICA.SALINAS@HCHSP.ORG	Prepared By: Averyt Knapp
Phone #: 956-380-4150	Email: aknapp@caldwellcountry.com
Fax #: 956-381-0439	Phone #: 800-299-7283 or 979-567-6116
Location City & State: MCALLEN, TX	Fax #: 979-567-0853
Date Prepared: OCTOBER 3, 2014	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872
Product Description: 2015 CHEVROLET 2500 EXPRESS CARGO VAN CG23405	

A Base Price:	$20,520

B Published Options

Code	Description	Cost	Code	Description	Cost
	REAR & SIDE CARGO DOORS W/GLASS	$150			
	145 AMP ALTERNATOR	$75		CALDWELL COUNTRY	
	770 CCA BATTERY	$60		PO BOX 27	
	AM-FM STEREO	$150		CALDWELL,TEXAS 77836	

Subtotal B	$435

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL			

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc…)

Subtotal D FOB MCALLEN	$335
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	$21,290
Quantity Ordered X	1
Subtotal E	$21,290

F Non-Equipment Charges (Trade-In, Warranty, Etc…)

BUY BOARD	$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	$21,690

Estimated Delivery Date:	90 DAYS APPX

AI-46979 **Head Start 18. E.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval on Request to Purchase One (1) School Bus through the Hidalgo County's Membership/Participation with the Texas Association School Board (TASB)Buyboard's Awarded Vendor, Longhorn Bus Sales (Including TASB Administrative Fees)

BACKGROUND

Policy Council Approval: 10.13.14

Attachments

School Bus

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2014 01:57 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Linda Galaviz Started On: 10/13/2014 10:03 AM

Final Approval Date: 10/24/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: October 15, 2014

SUBJECT: Discussion/Approval to Purchase One (1) School Bus Through the Hidalgo County's Membership/Participation with the Texas Association School Board (TASB) Buyboard's Awarded Vendor, Longhorn Bus Sales. (Including TASB administrative fees.

RATIONALE/NEED: Additional buses needed to serve the children with much needed transportation services.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds for this project are available. $89,789.00

RELATED INFORMATION INCLUDED: Quote

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

October 06, 2014

Prepared For:
HIDALGO COUNTY HEAD START
RUBEN CAZAREA
P.O. BOX 0117
EDINBURG, TX 78540-
(956)380 - 4149
Reference ID: N/A

Presented By:
LONGHORN BUS SALES
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Thank you for the opportunity to provide you with the following quotation on a new IC Corporation vehicle. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2016 INTEGRATED CE S BUS (PB105)

APPLICATION:	School Transportation
MISSION:	Requested GVWR: 25500. Calc. GVWR: 29800 Calc. Start / Grade Ability: 25.19% / 1.93% @ 55 MPH Calc. Geared Speed: 80.2 MPH
FUEL ECONOMY:	10.42 MPG @ 55 MPH
DIMENSION:	Wheelbase: 217.00, CA: N/A, Axle to Frame: 126.00
ENGINE, DIESEL:	{Cummins ISB 220} EPA 10, 220 HP @ 2400 RPM, 520 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 220 Peak HP (Max) School Bus Only
TRANSMISSION, AUTOMATIC:	{Allison 2500_PTS} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; Less PTO Provision, Less Retarder, With 33,000-lb GVW & GCW Max. School Bus
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity
AXLE, REAR, SINGLE:	{Navistar Select} Single Reduction, 19,800-lb Capacity, 190 Wheel Ends Gear Ratio: 5.29
TIRE, FRONT:	(2) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
TIRE, REAR:	(4) 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
SUSPENSION, REAR, AIR, SINGLE:	{International} Ride Optimized Suspension (IROS); 21,000-lb Capacity, 9.25" Ride Height, With Shock Absorbers
PAINT:	Cab schematic 100NB Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

Code	Description
PB10500	Base Chassis, Model INTEGRATED CE S BUS with 217.00 Wheelbase, N/A CA, and 126.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1CAC	FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield); 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm); 480.1" (12195mm) Maximum OAL Includes : CHASSIS PAINT Chassis Painted Prior to Body Mounting : FRAME RAILS All holes Laser Aligned and Machine Punched, Powder Coated Prior to Full Assembly, Assembled in Fixture using "Grade 8" Bolts : FRAME REINFORCEMENT, SPECIAL 3.30" x 1.80" x 0.312" x 31.50" Inverted "L" in Front Shock Absorber Mounting Area
1LLE	BUMPER, FRONT Full Width, Aerodynamic, Heavy Duty, Steel Includes : BUMPER, FRONT THICKNESS 1/4 Inch
1LNW	CROSSING GATE, FRONT Air, Yellow Blade, Bumper Mounted Includes : CONTROL ASSEMBLY Solid State, Located Rear of Front Bumper, Heater not Required : CROSSING GATE, FRONT Matches Contour of Bumper
1SAM	CROSSMEMBER, REAR, AF (2)
1WHT	WHEELBASE RANGE 193" (490cm) Through and Including 217" (550cm)
2ASH	AXLE, FRONT NON-DRIVING {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity Includes : AXLE, FRONT SQUARING to Plus or Minus .015 Inch, using a Special Fixture to Assure Parallelism of Springs Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
3ADB	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; With Shock Absorbers Includes : SPRING PINS Bolt and Nut Type : SPRING PINS Rubber Bushings, Maintenance-Free Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4 Notes

Code	Description
	: Rear Axle is Limited to 19,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCL BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered. : Rear Axle is Limited to 20,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NCG BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered.
4722	DRAIN VALVE {Bendix DV-2} Automatic; With Heater; for Air Tank
	Includes : DRAIN VALVE Mounted in Wet Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBS	AIR DRYER {Bendix AD-9} With Heater
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake
	Includes : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
	Notes : Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM.
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
5708	STEERING COLUMN Tilting
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black
5PSA	STEERING GEAR {Sheppard M-100} Power
7BJV	EXHAUST SYSTEM Inline, Horizontal Aftertreatment Device Frame Mounted Right Side, Includes Long Horizontal Tail Pipe
7WBL	TAIL PIPE Long Horizontal, Exits Left Side Through Bumper
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	Includes : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : MISCELLANEOUS FEATURES Modular, Loom Protected, Grommets in all Applicable Body Openings, Assembled in Computer Assisted Fixture which Verifies Continuity and Correct Assembly Prior to Installation : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : TURN SIGNAL FLASHER : TURN SIGNAL SWITCH Self-Cancelling with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WIRING, CHASSIS Color Coded and Continuously Numbered

Code	Description
8541	HORN, ELECTRIC (2) Disc Style
8GWY	ALTERNATOR {Leece-Neville 14931PAH} Brush Type, 12 Volt 320 Amp. Capacity, Pad Mount
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total
8TTK	BATTERY BOX Steel, With Sliding Tray, 25.25" Wide, for Standard Batteries, Mounted Left Side Behind Front Axle Perpendicular to Frame Rail
8WPB	HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
9WAB	HOOD TILT ASSIST {EASY TILT} Mechanical
9WAY	FRONT END Tilting, Fiberglass, With Three Piece Construction Includes : AIR INTAKE SYSTEM Integrated Pre-Cleaning System to Enhance Air Filter Life : GRILLE Removable; Fiberglass Painted Hood Color : SPLASH SHIELD Integral with Front End Assembly
10020	CHASSIS PAINT Full Chassis
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "NB"
10788	PAINT TYPE Urethane, One or Two Colors, Other than Imron or International.
11001	CLUTCH Omit Item (Clutch & Control)
12EEK	ENGINE, DIESEL {Cummins ISB 220} EPA 10, 220 HP @ 2400 RPM, 520 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 220 Peak HP (Max) School Bus Only Includes : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for Cummins ISB Engines : FUEL/WATER SEPARATOR Fuel/Water Separator; Heated; with Water-in-Fuel Sensor. Engine Mounted
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On Includes : FAN Nylon
12UGN	THROTTLE, HAND CONTROL Electronic Notes : Cruise Control Switches Mounted on Steering Wheel are Non-Illuminated.
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 Sqln Louvered, With 313 Sqln Charge Air Cooler. With In-Tank Transmission Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBR	AIR CLEANER With Service Protection Element

Code	Description
	Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12VVN	CRUISE CONTROL Electronic
	Notes : Cruise Control Switches Mounted on Steering Wheel are Non-Illuminated.
12VWH	GOVERNOR Electronic Road Speed Type; for Electronic Engines and Bus Models; With 55 MPH Default
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations
12XAS	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2014; ISB Engines
13ART	TRANSMISSION, AUTOMATIC {Allison 2500_PTS} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; Less PTO Provision, Less Retarder, With 33,000-lb GVW & GCW Max. School Bus
	Includes : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints
13WYY	SHIFT CONTROL PARAMETERS Allison 1000 or 2000 Series Transmissions, 5th Generation Controls, Performance Programming
14AJU	AXLE, REAR, SINGLE {Navistar Select} Single Reduction, 19,800-lb Capacity, 190 Wheel Ends . Gear Ratio: 5.29
14TBS	SUSPENSION, REAR, AIR, SINGLE {International} Ride Optimized Suspension (IROS); 21,000-lb Capacity, 9.25" Ride Height, With Shock Absorbers
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
15SBZ	FUEL TANK Top Draw; Rectangular, Steel; 65 U.S. Gal., 246 L Capacity, Includes Protective Cage and with Fuel Filler Assembly and Vent Hosing, Mounted Between Frame Sidemembers and Behind Rear Axle
	Notes : Requires 217" WB Min.
15WDK	DEF TANK 12 U.S. Gal. 45.4L Capacity, Frame Mounted Outside Right Rail
16010	COWL Flat Back
16HBA	GAUGE CLUSTER English With English Electronic Speedometer
	Includes : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)
16HGH	GAUGE, OIL TEMP, ALLISON TRAN
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL
27DMA	WHEELS, FRONT {Accuride} DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs
	Includes : PAINT IDENTITY, FRONT WHEELS Black (Rims Painted Gray)

Code	Description
	Notes : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22,5
28DMA	WHEELS, REAR {Accuride} DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs
	Includes : PAINT IDENTITY, REAR WHEELS Black
	Notes : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22,5
29580	WHEEL SEALS, FRONT {International} Oil-Lubricated Wheel Bearings
47AEU	BODY, BUS Conventional; 78" Headroom, 26'8" Body Length, +9 Section Front and Rear, 54 Passenger, 217/218 WB
47AJA	BODY CERTIFICATION TAG Metal
47AJC	BODY TAG, METAL Capacity to Include the Total Number of Passengers
47AKK	STEP, FRONT ENTRANCE DOOR 25 3/4" Depth; 14ga Steel
	Includes : STEP, FRONT ENTRANCE DOOR OPENING, 35 Inch Width; Continuous Bottom to Top
47AMA	FASTENERS, EXTERIOR MOUNTED Stainless Steel Screws; for Fender and Body Exterior Rear View Mirrors, Bumper Mounted Crossing Gate and Body Mounted Stop Arm
47APJ	BODY RATING TAG Metal; for State of Texas, Includes Design Capacity and Seat Capacity
47APS	HEADLINER, BODY 22ga., CQ Stucco Full length Non Perforated With Sound Insulation Full Length
47APX	FASTENERS, HEADLINER Screws
47ARH	BOWS, ROOF 14 ga., One Piece Construction
	Includes : BOWS, ROOF Positioned Floor Line to Floor Line, Threaded Through Roof Strainers and Drip Rail
47ARP	LIGHT BARS Plastic
47ASG	SKIRT, BODY for Conventional, 14 1/2", 16ga
	Includes : SKIRT, BODY Extra Smooth Steel Supported by Floor Gussets
47AUR	TIE DOWNS, BODY Grade 8 Bolts, Every Body Section
	Includes : TIE DOWNS, BODY with Formed Tab that Fits into Floor Structure to Prevent Turning
47AXR	RUB RAILS, BODY (4) Conventional; Steel, 25'2", 25'11", 26'8", 27'5" Body Length, Includes Snow Rail
	Includes : RUB RAILS Full Length, Primer Coated (Both Sides), Attached to Body without Cuts or Splices
47AYB	BODY, REAR Includes Emergency Door
	Includes : DOOR, REAR EMERGENCY with Concealed Hinges : HEADER BUMPER Padded, Mounted Over Rear Door; Upholstered to Match Passenger Seat Color
47AZC	SIDE SHEET, BODY, EXTERIOR Conventional, 16ga., Smooth, 25'2", 25'11", 26'8", 27'5", Body Length

Code	Description
47AZL	FLOOR, BODY With Wheel Wells
47BAR	SUPPORTS, REAR BUMPER Bolted to Frame
47BAU	BUMPER, REAR Painted; 12" High, 3/16" Thick, With 7" Hole for Exhaust
47BAW	TOW HOOK, LEFT REAR (01)
47BAX	TOW HOOK, RIGHT REAR (01)
47BBH	LINING, SIDE INTERIOR, LOWER Embossed Steel, Clear Coated
47BEX	SEALER Water-proof Sealer on all Floor Covering Seams
47BKK	LETTERS, SCHOOL BUS FRONT/REAR Decal; "SCHOOL BUS"; With 8" Black Reflective Letters, 3M Fluorescent Diamond Grade, Yellow On Front and Rear Cap
47DAJ	COVER, REAR DOOR INSIDE HANDLE Partial Coverage
47DAK	FASTENERS, REAR DOOR Bolts and Nutserts, Rear Door To Body
47DBP	DOOR, ENTRANCE, FRONT Air, Outward Opening, With Split Pane Glass
	Includes : DOOR, ENTRANCE, FRONT Aluminum Frame with Pin Style Hinges, Ball Bearing Assisted, Interchangeable Top and Bottom Glass
47DDE	HANDLE, ASSIST, ENTRANCE DOOR Outside Entrance
47DDH	HOLD BACK, REAR DOOR Stationary, No Cables, With Plastic Cover
47DDU	LATCH, REAR DOOR One Point Slide Bar, Cam Operated, with One Inch Stroke
47DEY	HANDLE, EXTERIOR, REAR Emergency Door; Yellow
47DNK	SWITCH, LOCATION Steering Wheel; Includes Master Flasher, Flasher ON/OFF, Red Override, and Door Control
	Includes : SWITCH, STEERING WHEEL, LIGHT Includes Illuminated Switches
47DXG	FASTENERS, HANDRAIL Plusnuts & Screws
47EBD	LOCK, BATTERY COMPARTMENT Standard Location
47EBM	HOLD DOWN, BATTERY For (2) Standard Size Batteries
47ECD	TOOL BOX, RIGHT REAR 6 3/4" D x 9 1/2" H x 19" W, Under Right Side Rear Seat, With Lid
47ECS	COMPARTMENT, TOOL, FWD LEFT Aft of Standard Battery Box, Key Lock, 13"x 15"x 25 1/2"
47KDC	MONITOR, POST TRIP INSPECTION {Leave No Student Behind} Accessory Controlled, With Push Button Alarm Disable at Rear of Bus Prompts Driver to Walk to Back of Bus and Push Button in Light Bar to Deactivate System
47LAB	NOISE REDUCTION, DRIVER FLOOR Insulation Covering Complete Driver Floor Area
47LAR	NOISE REDUCTION, ROOF BOW Conventional; Insulation, 25'2", 25'11", 26'8", 27'5" Body Lengths
47LAU	INSULATION, ROOF AND SIDES 1.50", All Models
47MAG	STRIPING, BUMPER (4) Decal, Contrasting, Front and Rear
47MAV	LETTERS, SCHOOL BUS SIDE Decal; "SCHOOL BUS"; in 8" Reflective Black Letters, Each Side
47MBA	UNDERCOAT, BODY Fire Resistant, Water Based, TT-C-730 Spec
	Includes

Code	Description
	: UNDERCOATING Performed Before and After Mounting on Chassis
47MBC	INSULATION, STEPWELL
47MJR	LETTERS, DOOR, REAR Decals; "EMERGENCY DOOR", 2" Black Letters Inside and Outside
47MNT	ARROW, RR DOOR, INSIDE Decal; Red, .75" Stroke, Indicating Handle Direction
47MRU	LETTERS, K/O WINDOW, LEFT (2) Decal Sets, "EMERGENCY EXIT", Black Inside and Outside
47MTY	WIRING DIAGRAM Schematic, Electrical
	Includes : ACCESS PANEL for Wiring Diagram Schematic Located on Body Exterior; Below Driver Window
47MVA	LETTERS, HEADER Decal; "WATCH YOUR STEP", 1" Black, Above Windshield
47MVC	LETTERS, STEPWELL Decal, "WATCH YOUR STEP", 2.5" Black, Behind Door on Step Riser
47NAB	PAINT RUB RAILS 0001 Canyon Black
47NGP	LETTERS, FUEL I.D. Paint; "DIESEL FUEL", 2" Black, Adjacent to Fuel Filler Door
47NGW	SEAL, RUB RAILS Top Edge, All Rails
47NHB	PLATE INSTR, LT. K/O WINDOW (2) Mounted Under Window
47NHL	LETTERS, K/O WINDOW, RIGHT (2) Decal Sets, "EMERGENCY EXIT", Black, Inside and Outside
47NHW	PLATE INSTR, RT. K/O WINDOW (2) Mounted Under Window
47NJA	PAINT COLOR, BODY EXTERIOR 4421 Yellow, SBNS
47NJM	PAINT FLASHER BACKGRD 0001 Canyon Black
47NJS	PAINT COLOR, BUMPER Rear; 0001 Canyon Black
47NKC	PAINT COLOR, ROOF 9219 Winter White
47NKL	PAINT, RUB RAIL Flange to Flange
47NKM	PAINT COLOR, BODY INTERIOR 9384 Spring White
47NMG	OPERATING INSTR, REAR Decal, Inside Rear Emergency Door
47NTE	LOGO, ROOF LINE Decal; Wing and Shield, First Body Section, Above Driver Window and Entrance Door Over Driver Window and Entrance Door
47NTY	PAINT HOOD AND FENDER To Match Body Exterior
47NWH	STRIPING, ROOF HATCH, REAR Decal, Perimeter, 1", Yellow, 3M Fluorescent Diamond Grade
47NWJ	STRIPING, SEATLINE {3M} 2" Yellow, Fluorescent Diamond Grade
47NWR	STRIPING, REAR END {3M} 2" Yellow Fluorescent Diamond Grade
47NWT	STRIPING, ROOF HATCH, FRONT {3M} Decal, Perimeter, 1", Yellow Fluorescent Diamond Grade
47NWU	STRIPING, K/O WINDOW, RIGHT (02) Perimeter, 1" 3M Yellow Fluorescent Diamond Grade
47NXH	STRIPING, K/O WINDOW, LEFT {3M} (02) Perimeter, 1" Yellow Fluorescent Diamond Grade
47NXN	STRIPING, PERIMETER, REAR Emergency Door; 1" Wide, 3M Fluroescent Diamond Grade, Yellow
47PBZ	HANDLE, ASSIST Windshield Side Mounted, Left and Right, Body Color
47PLX	LETTERS, DEF, I.D. Decal; "DEF ONLY", 1" Black, on DEF Filler Door

Code	Description
47SAZ	SUB FLOOR, PLYWOOD Conventional; B-B Marine Grade, Less Sealed Edges, 5/8", 5 Ply, for 25'2",25'11", 26'8" or 27'5" Body Lengths
47SPD	ALPHA/NUMERIC DECAL GUIDE Quantity 041-50
48ACN	SEAT BELT, DRIVER, COLOR With Blaze Orange Seat Belt Webbing
48ANE	WINDOW, ENTRANCE DOOR, TOP Laminated, Clear
48ANM	WINDOW, ENTRANCE DOOR, BOTTOM Laminated, Clear
48ANT	WINDOW, DRIVER Laminated, Clear
48APL	WINDOW, STOPS 12" Opening, Only With 78" Headroom
48ARE	WINDOW, SASH (10) 27" Sections, 9"x 23" Opening
48ASP	WINDOW, SASH +9 SECTIONS (2) 9" x 32 1/4" Opening
48AUL	WINDOW, PASSENGER, TINT Conventional; 28% Light, Laminated Glass, 78" Headroom, With 25'2", 25'11", 26'8", 27'5" Body Lengths
48BAH	WINDOW, K/O, LEFT (2) Vertical Hinge
48BJA	COLOR, WINDOW FRAME, PASS Passenger Window, Natural Aluminum Finish
48BKP	WINDOW, K/O, RIGHT (2) Vertical Hinge
48GHC	HEATER, DRIVER 90,000 BTU, with Defroster and Without Rear Heat Duct Includes : AIR FILTER : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps
48NAT	FITTINGS, AIR SEAT for Driver Seat
48PAM	WINDSHIELD 3 Flat Pieces, 73% Light, With Band
48PAV	WHEEL POCKET COVER Plastic, ABS
48PAY	AISLE POSITION Center, for balanced seating
48PBB	FLOOR COVERING, COLOR Black
48PHK	UPHOLSTERY, PASS SEATS, TYPE Prevaill, 42 oz.; for (15-16) Seats
48PJR	FLOOR COVERING, TRIM Aluminum
48PJZ	FLOOR COVERING, TYPE {Koroseal} All Body Lengths
48PKC	HOSE CLAMPS, HEATER HOSE Constant Torque for Heater System
48PKN	FAN, DEFOG FAR RIGHT (01) Black, Mounted Right Above Windshield, Forward Entrance Door, 2-Speed Switch in Panel
48PPM	HEATER CUT OFF, VALVE Ball, With Butterfly Handle
48PPP	HEATER CUT OFF, VALVE INSIDE Brass Ball, Inside Forward of Driver Heater
48PPS	ROOF VENT, FRONT Static
48PUT	NUTS, BELT MOUNTING Standard Nuts For Seat Belt Mounting
48PVA	UPHOLSTERY, DRIVER SEAT, STYLE Plain, With Cloth Insert
48PVN	UPHOLSTERY, DRIVER SEAT, COLOR Drivers Seat, Gray
48PWD	UPHOLSTERY, PASS SEATS, COLOR Gray, for Seats, Barriers and Head Bumpers

Code	Description
48PWR	UPHOLSTERY, DRIVER SEAT, TYPE Prevail, 42 oz.
48PXP	UPHOLSTERY, BARRIER, TYPE (1-2) Prevaill, 42 oz.
48RAE	BARRIER, CRASH, AFT ENTRY DOOR 39", 1 Leg
48RAL	BARRIER, CRASH, AFT DRIVER 39", 1 Leg
48RGE	HAND RAIL, ENTRANCE DOOR, FWD Stainless Steel; Curved
48RGR	HAND RAIL, ENTRANCE DOOR, AFT Stainless Steel, 4", Above Step
48RLX	CUSHION, SEAT 15" Depth
	Includes : WARRANTY Four Years
48RRA	UPHOLSTERY, SEAT, STITCHING Single
	Includes : WARRANTY Two Years
48RYW	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Cloth, Isolated, With 2 Position Front Cushion Adjustment, 6 to 17 Degree Seat Back Adjustment, Mechanical Lumbar Support, Includes Additional Back Padding For School Bus Use
	Includes : SEAT BELT, DRIVER Adjustable D-Loop Seat Belt, Single Locking Retractor
48RZJ	STEP TREADS {Koroseal} Pebble Top With White Nosing, With Non-Metal Backing
48SDJ	SEAT,PASS,LT,39",2 LEG (02)
	Notes : BTI Seating System Base Seat. Retrofittable, Contact IC Bus Application Engineering for more information.
48SKB	SEAT,PASS,RT,39",2 LEG (02)
	Notes : BTI Seating System Base Seat. Retrofittable, Contact IC Bus Application Engineering for more information.
48UCP	ROOF HATCH, FRONT {Transpec 1975-028-121-03} With Outside Release, With English Decals
48UCR	ROOF HATCH, REAR {Transpec 1975-028-121-03} With Outside Release, With English Decals
48USV	SEAT BACK, PASSENGER High Back
48XCN	SEAT,CHILD,LT,39",2 LEG {BTI Seating System} (06) High Back, with Child Restraint System
	Notes : BTI Seating System -Integrated Child Restraint. Retrofitable, Contact IC Bus Application Engineering for more information.
48XCZ	SEAT,CHILD,RT,39",2 LEG {BTI Seating System} (06) High Back, with Child Restraint System
	Notes : BTI Seating System -Integrated Child Restraint. Retrofitable, Contact IC Bus Application Engineering for more information.
49001	BODY PLAN, APPROVED VARIATION Number 001
49ADX	LIGHTS, TAIL, LICENSE PLATE (2) 4" Red With Light Window
49AJH	CONNECTION, LIGHTS Cluster, Clearance and Side Marker To Tail Lights
49ALW	LIGHTS, ASIDE FRONT DOOR Exterior, 4" Lights Upper Portion Shield, Wired to Clearance Lights
49AMB	WIRE, FEED 4 Gauge, Chassis To Body

Code	Description
	Notes : Terminals have heat shrink protection.
49AMD	SWITCH, DRIVER PANEL, TYPE Rocker
49AMJ	ALARM, BACKING {Ecco #575} 107 db
49AML	SWITCH, REAR DOOR BUZZER Rear Door With Knob, for State of Texas
49AMT	CIRCUIT, PROTECTION Breakers, Manual Reset in Lieu of Fuses
	Includes : ACCESS PANEL for Body and Chassis Fuses/Circuit Breakers Located on Body Exterior; Below Driver Window
49ANH	SWITCH, MAGNETIC, DISCONNECT Master, Ignition Operated, All Body Circuits
49APA	LIGHT, DRIVER, CEILING Deluxe, With Separate Switch, Mounted in Light Bar
49APX	LIGHTS, DOME Conventional; Two Full Rows Rectangular Recessed Dome Lights, 25'2", 25'11", 26'8", 27' 5" Body Length
	Includes : WIRING HARNESS Main Body Wiring Harness Accessed by Removing Dome Light
49ARN	LIGHT, STEP Wired to Clearance Lights
49AWT	SPEAKERS AND WIRING (4) Flush Mounted in Light Bar
49BCN	FLASHER SYSTEM (8) Warning Lights, 8-Lamp System, Electronic Relay Flasher, Non-Sequential Operation, Red Lights Activate With Door Open
49BCR	LIGHT, EXTERIOR, CHECK Automatically Activates Lights for Pre Trip Inspection
49BKG	LIGHTS, STOP (2) {Sound Off ECV7561SST} and Tail; 7", LED, Red
49BKH	LIGHTS, DIRECTIONAL, REAR (2) {Sound Off ECV7561ITY} LED, 7" Amber
49BKJ	LIGHTS, MARKER, FRONT, REAR {Sound Off ECVML153Y&R} LED, Armored, (8) Four Amber Front and Four Red Rear
49BXN	SWITCH, RED, OVERRIDE WARNING Wired Hot, With ESC, Mounted Left of Driver
49DAG	LIGHT, INDIC, WARNING LIGHTS LED Type; Red and Amber
49DBR	HOOD, WARNING LAMP (4) Black, 8-Lamp System, One Hood Above Two Lights
49EAE	LIGHTS, MARKER, SIDE {Sound Off EVCML153Y} LED, Armored Type, Intermediate, Centered; Required for Units 30 Foot or Longer
49EAG	LIGHTS, DIRECTIONAL, SIDE (4) {Sound Off ECVML153Y} Armored, 2 Each Side First Section Aft Entrance Door & Forward Rear Wheel Pocket
49EBA	KIT, FIRST AID Plastic; 24 Unit, Spec State
49EEN	STOP ARM, LEFT REAR {Transpec} Electric, Single Sided, 18" Octagon, 1/2" White Border, Hi Intensity Grade, LED Lights "STOP"
49EER	STOP ARM, FRONT {Transpec} Electric, Double Sided, 18" Octagon, 1/2" White Border, Hi Intensity Grade, LED Lights "STOP"
49EGB	MIRROR, INSIDE 10" x 30", Clear
49EGL	MIRROR, CROSS VIEW, EXTERIOR Black, Rosco, Pair
	Includes : MIRROR MOUNT Attached to Body with Metal Backing Plates

Code	Description
49ENK	VISOR, INTERIOR, LEFT FRONT 6" x 30", Transparent, For Left Windshield
49EVL	SWITCH, NOISE SUPPRESSION Actuator Legend States, "NOISE SUPP ", for Separate Solenoid, With Red Switch in Panel
49EWM	LIGHT, STROBE ECCO 6550C, low profile, double flash, 4.9" high
49EXL	MIRROR, REAR VIEW, EXTERIOR {Rosco} Open View, Stainless Steel, Heated, Motorized, Non-Detent
49GAY	KIT, BODY FLUID Texas
49GBV	WINDSHIELD WIPERS (2) Cowl Mounted
	Includes : WINDSHIELD WIPERS CONTROL Single Motor, Overlapping Wipe Pattern
49GEH	SAFETY TRIANGLES Warning Reflectors, Mounted on Drivers Barrier Level With Top of a Modesty Shield
49GGE	FIRE EXTINGUISHER, DRIVER AREA 5 lb 2A-40BC Minimum With Flexible Hose and Metal Nozzle
49GKZ	FUEL FILLER DOOR With Non-Locking Latch
49GLA	REFLECTORS, SIDE, INTERMEDIATE (2) 3" Amber, 1 Each Side, Mounted With Screws, Below The Third Rub Rail From the Top
49GLG	REFLECTORS, SIDE, REAR (2) 3", Red, Mounted With Screws
49GLM	REFLECTORS, SIDE, FRONT (2) 3", Amber; 1 Aft Drivers Window Left, 1 Aft Entrance Door Right, Mounted With Screws
49GLP	REFLECTORS, REAR (2) 3", Red, Mounted With Screws
49GRS	LIGHTS, CLUSTER {Sound Off ATCVMLDP1R & ATCVMLDP1Y} LED; Amber Front and Red Rear
49GUB	CUTTER, SEAT BELT {TIE TECH Safecut} for Cutting Seat Belts
49GUM	INSPECTION PLATE Fuel Sending Unit 8" x 8" Steel
49GUX	MUD FLAPS, FRONT WHEELS (2) Rubber
49GVC	MUD FLAPS, REAR WHEELS (2) Rubber; Behind Rear Wheels
49GWW	WINDSHIELD WASHER Kit; 6 Quart Capacity, Bottle
	Includes : WINDSHIELD WASHER ELECTRICAL CONNECTIONS Sealed and Locking Type
49GZX	FUEL FILLER PIPE Neck Cap and Vent Hosing for Use With Right Side Fill 65 Gal. Between the Rails Fuel Tanks
49JAC	DEF FILLER DOOR With Non-Locking Latch
49MRJ	AMPLIFIER, PA SYSTEM {Custom Radio CSS-1000E} 4 X 45 Watt Output, Includes Microphone, Does Not Include Outside Horn or Speakers
49MYH	LIGHTS, WARNING (8) {Sound Off} (4) 7" Red Flashing LED and (4) 7" Amber Flashing LED, 2 Front, 2 Rear Each Color
49UBZ	STATE OF OPERATION Texas
49XHP	LIGHTS, STOP & TAIL ADDITIONAL (2) {Sound Off} Red, LED, 4" Diameter, With Flange
49XJJ	LIGHTS, BACK UP (2) {Sound Off} White, LED, 4" Diameter, With Flange
7372138107	(2) TIRE, FRONT 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply
7372138107	(4) TIRE, REAR 11R22.5 G661 HSA (GOODYEAR) 497 rev/mile, load range G, 14 ply

Code	Description
OBD001	BODY PLAN, NON-SPECIAL NEEDS requested
	Services Section:
40108	WARRANTY Standard for CE, RE, BE School Bus Models, Effective with Vehicles Built January 2, 2014 or Later, CTS-3304F
40JAE	SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 36 Month/50,000 Miles (80,000 km); With 90-Day Towing; Covers 100% Parts and Labor; Includes Body; Excludes Extending Warranty for Engine, Transmission, Frame Side Rails, Perforation or Corrosion of Cab/Cowl Structure and Paint
40KMB	SERVICES, TOWING {Navistar} Service Call to 36-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; $550 (USA) Maximum Benefit per Incident
49GVN	WARRANTY 5-Year, Limited
	Air Conditioning 126,000 btu
	DOT Inspection set speed 65
	Parts CD

Financial Summary October 06, 2014
2016 INTEGRATED CE S BUS (PB105)

(US DOLLAR)

Description	Price
Net Sales Price:	$88,989.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an IC Corporation vehicle.

Approved by Seller: Robert Lofgren

Operations Manager 10/06/2014
Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

AI-46980 **Head Start 18. F.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Classroom/Land Space for the Following Areas:

CLASSROOM/LAND SPACE	BID NUMBER	CLASSROOM/LAND SPACE	BID NUMBER
Classroom Space-Donna	2014-006-11-14	Classroom Space-Mission	2014-013-11-14
Classroom Space-Edinburg	2014-007-11-14	Classroom Space-Mission	2014-014-11-14
Classroom Space-Mcallen	2014-008-11-14	Land Space-Mission	2014-015-11-14
Classroom Space-Mcallen	2014-009-11-14	Land Space-Mission	2014-016-11-14
Classroom Space-Mercedes	2014-010-11-14	Classroom Space-Pharr	2014-017-11-14
Classroom Space-Mercedes	2014-011-11-14	Classroom Space-Weslaco	2014-018-11-14
Land Space-Mercedes	2014-012-11-14		

BACKGROUND

Attachments

Classroom/Land Space

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2014 01:57 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Linda Galaviz Started On: 10/13/2014 10:06 AM

Final Approval Date: 10/24/2014

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: October 15, 2014

SUBJECT: Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Classroom/Land Space for the Following Areas:

Classroom Space-Donna	2014-006-11-14	Classroom Space-Mission	2014-013-11-14
Classroom Space-Edinburg	2014-007-11-14	Classroom Space-Mission	2014-014-11-14
Classroom Space-McAllen	2014-008-11-14	Land Space-Mission	2014-015-11-14
Classroom Space-McAllen	2014-009-11-14	Land Space-Mission	2014-016-11-14
Classroom Space-Mercedes	2014-010-11-14	Classroom Space-Pharr	2014-017-11-14
Classroom Space-Mercedes	2014-011-11-14	Classroom Space-Weslaco	2014-018-11-14
Land Space-Mercedes	2014-012-11-14		

RATIONALE/NEED: To contract for Classroom/Land Space to serve families in the Donna, Edinburg, McAllen, Mercedes, Mission, Pharr and Weslaco areas.

RECOMMENDATION: Administration recommends approval

COST: Head Start (HHS-ACF) funds for this project are available.
Rent: Account 19-5152-20-10000-505

RELATED INFORMATION INCLUDED: Memo/Specifications

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director A. Tovar

DATE: October 6, 2014

SUBJ: Classroom Space Advertisement

We would like to request for approval to advertise for classroom/land space for the following areas:

SPACE	AREA	SPACE	AREA
Classroom	Donna (2 Classrooms)	Classroom	Mission (3 Classrooms)
Classroom	Edinburg (3 Classrooms)	Classroom	Mission (3 Classrooms)
Classroom	McAllen (3 Classrooms)	Land	Mission (2 Classrooms)
Classroom	McAllen (3 Classrooms)	Land	Mission (3 Classrooms)
Classroom	Mercedes (2 Classrooms)	Classroom	Pharr (3 Classrooms)
Classroom	Mercedes (3 Classrooms)	Classroom	Weslaco (5 Classrooms)
Land	Mercedes (6 Classrooms)		

There are a total of thirteen (13) locations that we need to advertise in order to update these private leases. Three locations are for the lease of land only.

The agreement attached has been reviewed by the Head Start legal counsel and the County's legal counsel. The agreements will have the option to renew on an annual basis with the same terms and conditions.

Should you have any questions please call me. Thank you.

DONNA

BID NO: 2014-006-11-14 LEASE CLASSROOM SPACE-DONNA AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

October 28, 2014

REQUEST FOR SEALED BIDS

Lease of Classroom Space –DONNA AREA

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-DONNA AREA"
October 28, 2014
BID NO: 2014-006-11-14

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 6 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension

9) Draft Contract for Professional Services, 10 pages

10) W-9 Form (Request for Taxpayer ID)

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

October 28, 2014

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE – DONNA AREA"
BID NO: 2014-006-11-14

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for "Lease of Classroom Space – DONNA AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease of Classroom Space – DONNA AREA"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday, November 14, 2014.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:
Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 14, 2014
Award of Contract	_____
Commence Work or Deliver Products	_____

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

19. 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 Hidalgo County Head Start Program.

20. 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.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements 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 bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid 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.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LEASE OF CLASSROOM SPACE"
DONNA AREA

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- DONNA AREA"
BID NO. 2014-006-11-14

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE DONNA AREA FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday November 14, 2014. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2014-006-11-14

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Thursday, Monday November 10, 2014 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for two (2) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

   Exceptions / Variations: _____

   _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

   Exceptions / Variations: _____

   _____

3. Bidder must charge by the square foot for Rental Space.

   Exceptions / Variations: _____

   _____

4. The building will meet all ADA requirements.

   Exceptions / Variations: _____

   _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

   Exceptions / Variations: _____

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

   Exceptions / Variations:_____

   _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

   Exceptions / Variations:_____

   _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

9. Building should be in good working condition to provide services to clients.

   Exceptions / Variations: _____

   _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

    Exceptions / Variations: _____

    _____

11. There should be a designated area for deliveries preferably by the storage area.

    Exceptions / Variations: _____

    _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

    Exceptions / Variations: _____

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

16. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.
Exceptions / Variations: _____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a sixty (60) day clause for termination by either party without cause.
Exceptions / Variations: _____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
DONNA AREA

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- DONNA AREA"
October 28, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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 respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided 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 Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Friday November, 14, 2014.

COST PER MONTH:

Monthly Lease Amount: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____ FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*****It is Mandatory that Bid Page be included in Bid Package*****

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
DONNA AREA

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for
, Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ 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 requirements for procurements of such products?: ☐ Yes ☐ 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?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____

Print Name:_____

Title:_____

Email: _____

Telephone Number:_____

Date:_____

Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____ _____ herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at _____ more particularly described on Exhibit "A", attached

Premises" known by lessee as "_____" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of _____, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____ in twelve (12) equal monthly payments of _____ per month payable on the 1st day of each month. Payment shall be mailed to _____ _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed,

shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address:

Legal Description Being:

Form **W-9**
(Rev. December 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:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

EDINBURG

BID NO: 2014-007-11-14 LEASE CLASSROOM SPACE-EDINBURG AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

October 28, 2014

REQUEST FOR SEALED BIDS

Lease of Classroom Space – EDINBURG AREA

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-EDINBURG AREA"
October 28, 2014
BID NO: 2014-007-11-14

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 6 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 2 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension

9) Draft Contract for Professional Services, 10 pages

10) W-9 Form (Request for Taxpayer ID)

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

October 28, 2014

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - EDINBURG AREA"
BID NO: 2014-007-11-14

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for "Lease of Classroom Space - EDINBURG AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease of Classroom Space – EDINBURG AREA"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday, November 14, 2014.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:
Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 14, 2014
Award of Contract	_____
Commence Work or Deliver Products	_____

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

19. 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 Hidalgo County Head Start Program.

20. 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.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements 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 bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid 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.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LEASE OF CLASSROOM SPACE"
EDINBURG AREA

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- EDINBURG AREA"
BID NO. 2014-007-11-14

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO._____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday, November 14, 2014. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2014-007-11-14

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Monday November 10, 2014 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for three (3) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

   Exceptions / Variations: _____

   _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

   Exceptions / Variations: _____

   _____

3. Bidder must charge by the square foot for Rental Space.

   Exceptions / Variations: _____

   _____

4. The building will meet all ADA requirements.

   Exceptions / Variations: _____

   _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

   Exceptions / Variations: _____

   _____

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

   Exceptions / Variations:_____

   _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

   Exceptions / Variations:_____

   _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

9. Building should be in good working condition to provide services to clients.

   Exceptions / Variations: _____

   _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

    Exceptions / Variations: _____

    _____

11. There should be a designated area for deliveries preferably by the storage area.

    Exceptions / Variations: _____

    _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

    Exceptions / Variations: _____

    _____

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

_____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

_____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

_____

16. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.

Exceptions / Variations: _____

_____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a sixty (60) day clause for termination by either party without cause.

Exceptions / Variations: _____

_____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

_____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
EDINBURG AREA

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- EDINBURG AREA"
October 21, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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 respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided 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 Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Friday, November 14, 2014.

COST PER MONTH:

Monthly Lease Amount: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
EDINBURG AREA

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for
, Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE: _____

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name	Telephone No. ( )
Mailing Address	Fax No. ( )
City, State, Zip	Tax I.D. No.
E-Mail Address:	Website Address:
Representative(s) Name(s) & Title(s)	
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.	
State of Incorporation: _____	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 requirements for procurements of such products?: ☐ Yes ☐ 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?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____
Print Name:_____
Title:_____
Email: _____
Telephone Number:_____
Date:_____
Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____ _____ herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at _____ more particularly described on Exhibit "A", attached

Premises" known by lessee as "_____" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of _____, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____ in twelve (12) equal monthly payments of _____ per month payable on the 1st day of each month. Payment shall be mailed to _____ _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants,

conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures,

appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action

based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary

for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address:

Legal Description Being:

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction on page 2)**

Business name, if different from above. **(See Specific Instruction on page 2)**

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here	**Authorized Signature ▶**	**Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or 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 give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your 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 Part II instructions on page 2.

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.

Form MA- W-9 (Rev. April 2009)

McALLEN

BID NO: 2014-008-11-14 LEASE CLASSROOM SPACE-MCALLEN AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
MCALLEN, Texas

October 28, 2014

REQUEST FOR SEALED BIDS

Lease of Classroom Space – MCALLEN AREA

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-MCALLEN AREA"
October 28, 2014
BID NO: 2014-008-11-14

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 6 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension

9) Draft Contract for Professional Services, 10 pages

10) W-9 Form (Request for Taxpayer ID)

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

October 28, 2014

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - MCALLEN AREA"
BID NO: 2014-008-11-14

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for "Lease of Classroom Space - MCALLEN AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease of Classroom Space – MCALLEN AREA"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday November 14, 2014.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:
Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
EDINBURG, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 14, 2014
Award of Contract	_____
Commence Work or Deliver Products	_____

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

19. 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 Hidalgo County Head Start Program.

20. 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.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements 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 bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid 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.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LEASE OF CLASSROOM SPACE"
MCALLEN AREA

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- MCALLEN AREA"
BID NO. 2014-008-11-14

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday, November 14, 2014. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2014-008-11-14

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Monday November 10, 2014 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for three (3) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

   Exceptions / Variations: _____

   _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

   Exceptions / Variations: _____

   _____

3. Bidder must charge by the square foot for Rental Space.

   Exceptions / Variations: _____

   _____

4. The building will meet all ADA requirements.

   Exceptions / Variations: _____

   _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

   Exceptions / Variations: _____

   _____

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

   Exceptions / Variations:_____

   _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

   Exceptions / Variations:_____

   _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

9. Building should be in good working condition to provide services to clients.

   Exceptions / Variations: _____

   _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

    Exceptions / Variations: _____

    _____

11. There should be a designated area for deliveries preferably by the storage area.

    Exceptions / Variations: _____

    _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

    Exceptions / Variations: _____

    _____

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

_____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

_____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

_____

16. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.

Exceptions / Variations: _____

_____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a sixty (60) day clause for termination by either party without cause.

Exceptions / Variations: _____

_____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

_____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
MCALLEN AREA

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- MCALLEN AREA"
October 28, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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 respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided 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 Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
EDINBURG, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Friday November 14, 2014.

COST PER MONTH:

Monthly Lease Amount: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
MCALLEN AREA

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for
, Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation _ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ 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 requirements for procurements of such products?: ☐ Yes ☐ 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?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____
Print Name:_____
Title:_____
Email: _____
Telephone Number:_____
Date:_____
Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____ _____ herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at _____ more particularly described on Exhibit "A", attached

Premises" known by lessee as "_____" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of _____, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____ in twelve (12) equal monthly payments of _____ per month payable on the 1st day of each month. Payment shall be mailed to _____ _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed,

shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address:

Legal Description Being:

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ _____

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
□□□□□□□□□

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here | **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or 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 give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your 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 Part II Instructions on page 2.

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.

Form MA- W-9 (Rev. April 2009)

McALLEN

BID NO: 2014-009-11-14 LEASE CLASSROOM SPACE-MCALLEN AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
MCALLEN, Texas

October 28, 2014

REQUEST FOR SEALED BIDS

Lease of Classroom Space – MCALLEN AREA

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-MCALLEN AREA"
October 28, 2014
BID NO: 2014-009-11-14

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 6 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension

9) Draft Contract for Professional Services, 10 pages

10) W-9 Form (Request for Taxpayer ID)

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

October 28, 2014

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - MCALLEN AREA"
BID NO: 2014-009-11-14

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for "Lease of Classroom Space - MCALLEN AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease of Classroom Space – MCALLEN AREA"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday November 14, 2014.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:
Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
EDINBURG, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 14, 2014
Award of Contract	_____
Commence Work or Deliver Products	_____

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

19. 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 Hidalgo County Head Start Program.

20. 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.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements 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 bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid 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.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LEASE OF CLASSROOM SPACE"
MCALLEN AREA

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- MCALLEN AREA"
BID NO. 2014-009-11-14

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday, November, 14, 2014. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2014-009-11-14

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Monday November 10, 2014 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for three (3) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

   Exceptions / Variations: _____

   _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

   Exceptions / Variations: _____

   _____

3. Bidder must charge by the square foot for Rental Space.

   Exceptions / Variations: _____

   _____

4. The building will meet all ADA requirements.

   Exceptions / Variations: _____

   _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

   Exceptions / Variations: _____

   _____

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

   Exceptions / Variations:_____

   _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

   Exceptions / Variations:_____

   _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

9. Building should be in good working condition to provide services to clients.

   Exceptions / Variations: _____

   _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

    Exceptions / Variations: _____

    _____

11. There should be a designated area for deliveries preferably by the storage area.

    Exceptions / Variations: _____

    _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

    Exceptions / Variations: _____

    _____

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

_____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

_____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

_____

16. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.

Exceptions / Variations: _____

_____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a sixty (60) day clause for termination by either party without cause.

Exceptions / Variations: _____

_____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

_____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
MCALLEN AREA

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- MCALLEN AREA"
October 28, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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 respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided 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 Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
EDINBURG, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Friday November, 14, 2014.

COST PER MONTH:

Monthly Lease Amount: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
MCALLEN AREA

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for
Company/Vendor
,

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE: _____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ 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 requirements for procurements of such products?: ☐ Yes ☐ 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?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____
Print Name:_____
Title:_____
Email: _____
Telephone Number:_____
Date:_____
Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____ _____ herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at _____ more particularly described on Exhibit "A", attached

Premises" known by lessee as "_____" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of _____, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____ in twelve (12) equal monthly payments of _____ per month payable on the 1st day of each month. Payment shall be mailed to _____ _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed,

shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address:

Legal Description Being:

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
□□□□□□□□□

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, in compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or 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 give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your 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 Part II Instructions on page 2.

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.

Form MA- W-9 (Rev. April 2009)

MERCEDES

BID NO: 2014-010-11-14 LEASE CLASSROOM SPACE-MERCEDES AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

October 28, 2014

REQUEST FOR SEALED BIDS

Lease of Classroom Space – MERCEDES AREA

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-MERCEDES AREA"
October 28, 2014
BID NO: 2014-010-11-14

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 6 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 2 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension

9) Draft Contract for Professional Services, 10 pages

10) W-9 Form (Request for Taxpayer ID)

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

October 28, 2014

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - MERCEDES AREA"
BID NO: 2014-010-11-14

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

LEGAL NOTICE BID No: 2014-010-11-14

1. Sealed Bids will be received for "Lease of Classroom Space - MERCEDES AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease of Classroom Space – MERCEDES AREA"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday, November, 14, 2014.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 14, 2014
Award of Contract	_____
Commence Work or Deliver Products	_____

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

19. 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 Hidalgo County Head Start Program.

20. 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.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements 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 bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid 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.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LEASE OF CLASSROOM SPACE"
MERCEDES AREA

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- MERCEDES AREA"
BID NO. 2014-010-11-14

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO._____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday, November 14, 2014. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2014-010-11-14

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Monday, November 7, 2014 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for three (3) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

   Exceptions / Variations: _____

   _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

   Exceptions / Variations: _____

   _____

3. Bidder must charge by the square foot for Rental Space.

   Exceptions / Variations: _____

   _____

4. The building will meet all ADA requirements.

   Exceptions / Variations: _____

   _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

   Exceptions / Variations: _____

   _____

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

   Exceptions / Variations:_____

   _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

   Exceptions / Variations:_____

   _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

9. Building should be in good working condition to provide services to clients.

   Exceptions / Variations: _____

   _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

    Exceptions / Variations: _____

    _____

11. There should be a designated area for deliveries preferably by the storage area.

    Exceptions / Variations: _____

    _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

    Exceptions / Variations: _____

    _____

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

_____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

_____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

_____

16. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.

Exceptions / Variations: _____

_____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a sixty (60) day clause for termination by either party without cause.

Exceptions / Variations: _____

_____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

_____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
MERCEDES AREA

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- MERCEDES AREA"
October 28, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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 respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided 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 Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Friday November, 14, 2014.

COST PER MONTH:

Monthly Lease Amount: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
MERCEDES AREA

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for
, Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )

Mailing Address Fax No. ( )

City, State, Zip Tax I.D. No.

E-Mail Address: Website Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one):___ Individual ___ Partnership ___ Corporation
__ LLC ___ Other, Specify
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ 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 requirements for procurements of such products?: ☐ Yes ☐ 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?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____
Print Name:_____
Title:_____
Email: _____
Telephone Number:_____
Date:_____
Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____ _____ herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at _____ more particularly described on Exhibit "A", attached

Premises" known by lessee as "_____" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease

shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of _____, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____ in twelve (12) equal monthly payments of _____ per month payable on the 1st day of each month. Payment shall be mailed to _____ _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease

without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued

performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____

of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address:

Legal Description Being:

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐

OR

Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or 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 give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your 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 Part II Instructions on page 2.

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.

MERCEDES

BID NO: 2014-011-11-14 LEASE CLASSROOM SPACE-MERCEDES AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

October 28, 2014

REQUEST FOR SEALED BIDS

Lease of Classroom Space – MERCEDES AREA

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-MERCEDES AREA"
October 28, 2014
BID NO: 2014-011-11-14

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 6 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension

9) Draft Contract for Professional Services, 10 pages

10) W-9 Form (Request for Taxpayer ID)

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

October 28, 2014

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - MERCEDES AREA"
BID NO: 2014-011-11-14

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for "Lease of Classroom Space - MERCEDES AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease of Classroom Space – MERCEDES AREA"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday November 14, 2014.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:
Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
EDINBURG, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 14, 2014
Award of Contract	_____
Commence Work or Deliver Products	_____

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

19. 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 Hidalgo County Head Start Program.

20. 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.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements 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 bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid 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.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LEASE OF CLASSROOM SPACE"
MERCEDES AREA

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- MERCEDES AREA"
BID NO. 2014-011-11-14

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday, November, 14, 2014. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2014-011-11-14

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Monday November 10, 2014 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for two (2) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

   Exceptions / Variations: _____

   _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

   Exceptions / Variations: _____

   _____

3. Bidder must charge by the square foot for Rental Space.

   Exceptions / Variations: _____

   _____

4. The building will meet all ADA requirements.

   Exceptions / Variations: _____

   _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

   Exceptions / Variations: _____

   _____

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate thirty (30) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of two (2) hand washing sink areas, as well as two (2) toilet commodes in each restroom.

   Exceptions / Variations:_____

   _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

   Exceptions / Variations:_____

   _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

9. Building should be in good working condition to provide services to clients.

   Exceptions / Variations: _____

   _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

    Exceptions / Variations: _____

    _____

11. There should be a designated area for deliveries preferably by the storage area.

    Exceptions / Variations: _____

    _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

    Exceptions / Variations: _____

    _____

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

_____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

_____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

_____

16. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.
Exceptions / Variations: _____

_____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a sixty (60) day clause for termination by either party without cause.
Exceptions / Variations: _____

_____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

_____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
MERCEDES AREA

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- MERCEDES AREA"
October 28, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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 respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided 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 Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
EDINBURG, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Friday, November 14, 2014.

COST PER MONTH:

Monthly Lease Amount: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
MERCEDES AREA

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for
, Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ 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 requirements for procurements of such products?: ☐ Yes ☐ 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?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____
Print Name:_____
Title:_____
Email: _____
Telephone Number:_____
Date:_____
Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____ _____ herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at _____ more particularly described on Exhibit "A", attached

Premises" known by lessee as "_____" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of _____, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____ in twelve (12) equal monthly payments of _____ per month payable on the 1st day of each month. Payment shall be mailed to _____ _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants,

conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures,

appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action

based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary

for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address:

Legal Description Being:

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
□□□□□□□□□

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, in compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or 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 give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your 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 Part II Instructions on page 2.

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.

Form MA- W-9 (Rev. April 2009)

MERCEDES

BID NO: 2014-012-11-14 Mercedes Area	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

October 28, 2014

REQUEST FOR SEALED BIDS

Land Space – Mercedes Area

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LAND SPACE-MERCEDES AREA"
October 28, 2014
BID NO: 2014-012-11-14

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 7 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension, 1 pages

9) Draft Contract for Professional Services, 6 pages

10) W-9 Form (Request for Taxpayer ID) 4 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

October 28, 2014

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE LAND SPACE - Mercedes Area"
BID NO: 2014-012-11-14

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

PLEASE NOTE:

For your convenience colored paper indicates forms that must be submitted back **along** with supporting documentation.

Enclosures

1. Sealed Bids will be received for "Land Space for the Mercedes Area" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease Land Space – Mercedes Area"** and delivered to Hidalgo County Head Start Program-Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday November 14, 2014.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 14, 2014
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

19. 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 Hidalgo County Head Start Program.

20. 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.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements 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 bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid 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.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LAND SPACE"
Mercedes Area

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID
FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF LAND SPACE- Mercedes Area"
BID NO. 2014-012-11-14

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF LAND SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "LAND SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday, November 14, 2014. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2014-012-11-14

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Monday, November 10, 2014 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:
Lease Land Requirements

1. Land – Minimum Half Acre ½ Track of land in the Mercedes Area.

   Exceptions:_____

   _____

2. This lease contract will have a clause for termination without cause upon sixty (60) days written notice to the other.

   Exceptions:_____

   _____

3. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

   Exceptions:_____

   _____

4. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

5. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

   Exceptions / Variations:_____

   _____

6. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.

   Exceptions / Variations: _____

   _____

7. There will also be a ninety (90) day clause for termination due to lack of funding. The contract will also have a ninety (90) day clause for termination by either party without cause.

   Exceptions / Variations: _____

   _____

8. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

   Exceptions / Variations: _____

   _____

Notice To Bidders:
It is mandatory that the legal description of the property is provided with your bid.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LAND SPACE"
Mercedes Area

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LAND SPACE- Mercedes Area"
October 28, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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 respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided 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 Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Friday November 14, 2014.

COST PER MONTH:

Monthly Lease Amount: $_____

Other Cost: $_____

Total Cost - Per Month: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF LAND SPACE"
Mercedes Area

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

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.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative

_____
Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ 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 requirements for procurements of such products?: ☐ Yes ☐ 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?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____

Print Name:_____

Title:_____

Email: _____

Telephone Number:_____

Date:_____

Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____ _____ herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at _____ more particularly described on Exhibit "A", attached

Premises" known by lessee as "_____" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of _____, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____ in twelve (12) equal monthly payments of _____ per month payable on the 1st day of each month. Payment shall be mailed to _____ _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the

term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises

herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining

or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this

agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address:

Legal Description Being:

Form **W-9**
(Rev. December 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:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			–		–				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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.

MISSION

BID NO: 2014-013-11-14 LEASE CLASSROOM SPACE-MISSION AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

October 28, 2014

REQUEST FOR SEALED BIDS

Lease of Classroom Space – MISSION AREA

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-MISSION AREA"
October 28, 2014
BID NO: 2014-013-11-14

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 6 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension

9) Draft Contract for Professional Services, 10 pages

10) W-9 Form (Request for Taxpayer ID)

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

October 28, 2014

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - MISSION AREA"
BID NO: 2014-013-11-14

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for "Lease of Classroom Space - MISSION AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease of Classroom Space – MISSION AREA"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday November 14, 2014.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
EDINBURG, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 14, 2014
Award of Contract	_____
Commence Work or Deliver Products	_____

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

19. 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 Hidalgo County Head Start Program.

20. 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.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements 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 bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid 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.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LEASE OF CLASSROOM SPACE"
MISSION AREA

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- MISSION AREA"
BID NO. 2014-013-11-14

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday November 14, 2014. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2014-013-11-14

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Monday November 10, 2014 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for three (3) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

   Exceptions / Variations: _____

   _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

   Exceptions / Variations: _____

   _____

3. Bidder must charge by the square foot for Rental Space.

   Exceptions / Variations: _____

   _____

4. The building will meet all ADA requirements.

   Exceptions / Variations: _____

   _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

   Exceptions / Variations: _____

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

   Exceptions / Variations:_____

   _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

   Exceptions / Variations:_____

   _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

9. Building should be in good working condition to provide services to clients.

   Exceptions / Variations: _____

   _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

    Exceptions / Variations: _____

    _____

11. There should be a designated area for deliveries preferably by the storage area.

    Exceptions / Variations: _____

    _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

    Exceptions / Variations: _____

    _____

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

_____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

_____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

_____

16. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.

Exceptions / Variations: _____

_____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a sixty (60) day clause for termination by either party without cause.

Exceptions / Variations: _____

_____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

_____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
MISSION AREA

EXHIBIT B

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- MISSION AREA"
October 28, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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 respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided 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 Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
EDINBURG, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Friday November, 14, 2014.

COST PER MONTH:

Monthly Lease Amount: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
MISSION AREA

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for
, Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE: _____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ 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 requirements for procurements of such products?: ☐ Yes ☐ 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?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____
Print Name:_____
Title:_____
Email: _____
Telephone Number:_____
Date:_____
Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____ _____ herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at _____ more particularly described on Exhibit "A", attached

Premises" known by lessee as "_____" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of _____, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____ in twelve (12) equal monthly payments of _____ per month payable on the 1st day of each month. Payment shall be mailed to _____ _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants,

conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures,

appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action

based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary

for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address:

Legal Description Being:

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, in compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or 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 give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your 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 Part II Instructions on page 2.

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.

Form MA- W-9 (Rev. April 2009)

MISSION

BID NO: 2014-014-11-14 LEASE CLASSROOM SPACE-MISSION AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

October 28, 2014

REQUEST FOR SEALED BIDS

Lease of Classroom Space – MISSION AREA

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-MISSION AREA"
October 28, 2014
BID NO: 2014-014-11-14

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 6 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension

9) Draft Contract for Professional Services, 10 pages

10) W-9 Form (Request for Taxpayer ID)

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

October 28, 2014

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - MISSION AREA"
BID NO: 2014-014-11-14

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for "Lease of Classroom Space - MISSION AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease of Classroom Space – MISSION AREA"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday November, 14, 2014.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:
Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
EDINBURG, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 14, 2014
Award of Contract	_____
Commence Work or Deliver Products	_____

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

19. 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 Hidalgo County Head Start Program.

20. 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.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements 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 bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid 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.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LEASE OF CLASSROOM SPACE"
MISSION AREA

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- MISSION AREA"
BID NO. 2014-014-11-14

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday November, 14, 2014. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2014-014-11-14

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Monday, November 10, 2014 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for three (3) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

   Exceptions / Variations: _____

   _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

   Exceptions / Variations: _____

   _____

3. Bidder must charge by the square foot for Rental Space.

   Exceptions / Variations: _____

   _____

4. The building will meet all ADA requirements.

   Exceptions / Variations: _____

   _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

   Exceptions / Variations: _____

   _____

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

   Exceptions / Variations:_____

   _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

   Exceptions / Variations:_____

   _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

9. Building should be in good working condition to provide services to clients.

   Exceptions / Variations: _____

   _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

    Exceptions / Variations: _____

    _____

11. There should be a designated area for deliveries preferably by the storage area.

    Exceptions / Variations: _____

    _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

    Exceptions / Variations: _____

    _____

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

_____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

_____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

_____

16. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.

Exceptions / Variations: _____

_____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a sixty (60) day clause for termination by either party without cause.

Exceptions / Variations: _____

_____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

_____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
MISSION AREA

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- MISSION AREA"
October 28, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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 respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided 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 Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
EDINBURG, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Friday November 14, 2014.

COST PER MONTH:

Monthly Lease Amount: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
MISSION AREA

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for
, Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ 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 requirements for procurements of such products?: ☐ Yes ☐ 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?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____
Print Name:_____
Title:_____
Email: _____
Telephone Number:_____
Date:_____
Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____ _____ herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at _____ more particularly described on Exhibit "A", attached

Premises" known by lessee as "_____" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of _____, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____ in twelve (12) equal monthly payments of _____ per month payable on the 1st day of each month. Payment shall be mailed to _____ _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants,

conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures,

appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action

based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary

for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address:

Legal Description Being:

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction on page 2)**

Business name, if different from above. **(See Specific Instruction on page 2)**

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
□□□□□□□□□

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or 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 give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your 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 Part II instructions on page 2.

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.

Form MA- W-9 (Rev. April 2009)

MISSION

BID NO: 2014-015-11-14 Mission (Granjeno) Area	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

October 28, 2014

REQUEST FOR SEALED BIDS

Land Space – Mission (Granjeno) Area

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LAND SPACE- MISSION (GRANJENO) AREA"
October 28, 2014
BID NO: 2014-015-11-14

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 7 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension, 1 pages

9) Draft Contract for Professional Services, 6 pages

10) W-9 Form (Request for Taxpayer ID) 4 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

October 28, 2014

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE LAND SPACE – Mission (Granjeno) Area"
BID NO: 2014-015-11-14

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

PLEASE NOTE:

For your convenience colored paper indicates forms that must be submitted back **along** with supporting documentation.

Enclosures

1. Sealed Bids will be received for "Land Space for the Mission (Granjeno) Area" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease Land Space – Mission (Granjeno) Area"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday November 14, 2014.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid

opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 14, 2014
Award of Contract	_____
Commence Work or Deliver Products	_____

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

19. 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 Hidalgo County Head Start Program.

20. 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.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements 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 bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid 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.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LAND SPACE"
Mission (Granjeno) Area

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID
FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF LAND SPACE- Mission (Granjeno) Area"
BID NO. 2014-015-11-14

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____FAX NO._____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF LAND SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "LAND SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday November 14, 2014. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2014-015-11-14

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Monday, November 10, 2014 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:
Lease Land Requirements

1. Land – Minimum Half Acre ½ Track of land in the Mission (Granjeno) Area.

   Exceptions:_____

   _____

2. This lease contract will have a clause for termination without cause upon sixty (60) days written notice to the other.

   Exceptions:_____

   _____

3. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

   Exceptions:_____

   _____

4. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

5. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

   Exceptions / Variations:_____

   _____

6. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.

   Exceptions / Variations: _____

   _____

7. There will also be a ninety (90) day clause for termination due to lack of funding. The contract will also have a ninety (90) day clause for termination by either party without cause.

   Exceptions / Variations: _____

   _____

8. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

   Exceptions / Variations: _____

   _____

Notice To Bidders:
It is mandatory that the legal description of the property is provided with your bid.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LAND SPACE"
Mission (Granjeno) Area

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE SPACE- Mission (Granjeno) Area"
October 28, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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 respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided 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 Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Friday, November 14, 2014.

COST PER MONTH:

Monthly Lease Amount: $_____

Other Cost: $_____

Total Cost - Per Month: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF LAND SPACE"
Mission (Granjeno) Area

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

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.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative

_____
Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ 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 requirements for procurements of such products?: ☐ Yes ☐ 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?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____
Print Name:_____
Title:_____
Email: _____
Telephone Number:_____
Date:_____
Business Name:_____

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____ _____ herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at _____ more particularly described on Exhibit "A", attached

Premises" known by lessee as "_____" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of _____, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____ in twelve (12) equal monthly payments of _____ per month payable on the 1st day of each month. Payment shall be mailed to _____ _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the

term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims

that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to

LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this

agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address:

Legal Description Being:

Form **W-9**
(Rev. December 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:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

MISSION

BID NO: 2014-016-11-14 Mission (Western Road) Area	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

October 28, 2014

REQUEST FOR SEALED BIDS
Land Space – Western Road Area

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LAND SPACE- MISSION (WESTERN ROAD) AREA"
October 28, 2014
BID NO: 2014-016-11-14

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 7 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension, 1 pages

9) Draft Contract for Professional Services, 6 pages

10) W-9 Form (Request for Taxpayer ID) 4 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

October 28, 2014

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE LAND SPACE – Mission (Western Road) Area"
BID NO: 2014-016-11-14

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

PLEASE NOTE:

For your convenience colored paper indicates forms that must be submitted back **along** with supporting documentation.

Enclosures

1. Sealed Bids will be received for "Land Space for the Mission (Western Road) Area" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease Land Space – Mission (Western Road) Area"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday November 14, 2014.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 14, 2014
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

19. 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 Hidalgo County Head Start Program.

20. 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.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements 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 bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid 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.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LAND SPACE"
Mission (Western Road) Area

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID
FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF LAND SPACE- Mission (Western Road) Area"
BID NO. 2014-016-11-14

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF LAND SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "LAND SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday November 14, 2014. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2014-016-11-14

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Monday November 10, 2014 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:
Lease Land Requirements

1. Land – Minimum Half Acre ½ Track of land in the Mission (Western Road) Area.

Exceptions:_____

_____

2. This lease contract will have a clause for termination without cause upon sixty (60) days written notice to the other.

Exceptions:_____

_____

3. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions:_____

_____

4. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

Exceptions / Variations: _____

_____

5. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

   Exceptions / Variations:_____

   _____

6. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.

   Exceptions / Variations: _____

   _____

7. There will also be a ninety (90) day clause for termination due to lack of funding. The contract will also have a ninety (90) day clause for termination by either party without cause.

   Exceptions / Variations: _____

   _____

8. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

   Exceptions / Variations: _____

   _____

Notice To Bidders:
It is mandatory that the legal description of the property is provided with your bid.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LAND SPACE"
Mission (Western Road) Area

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE SPACE- Mission (Western Road) Area"
October 28, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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 respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided 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 Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Friday November 14, 2014.

COST PER MONTH:

Monthly Lease Amount: $_____

Other Cost: $_____

Total Cost - Per Month: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF LAND SPACE"
Mission (Western Road) Area

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

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.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative

_____
Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE: _____

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ 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 requirements for procurements of such products?: ☐ Yes ☐ 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?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____
Print Name:_____
Title:_____
Email: _____
Telephone Number:_____
Date:_____
Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____ _____ herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at _____ more particularly described on Exhibit "A", attached

Premises" known by lessee as "_____" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of _____, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____ in twelve (12) equal monthly payments of _____ per month payable on the 1st day of each month. Payment shall be mailed to _____ _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the

term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises

herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining

or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or

prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address:

Legal Description Being:

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
□□□□□□□□□

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or 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 give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your 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 Part II instructions on page 2.

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.

Form MA- W-9 (Rev. April 2009)

PHARR

BID NO: 2014-017-11-14 LEASE CLASSROOM SPACE-PHARR AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

October 28, 2014

REQUEST FOR SEALED BIDS

Lease of Classroom Space – PHARR AREA

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-PHARR AREA"
October 28, 2014
BID NO: 2014-017-11-14

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 6 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension

9) Draft Contract for Professional Services, 10 pages

10) W-9 Form (Request for Taxpayer ID)

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

October 28, 2014

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - PHARR AREA"
BID NO: 2014-017-11-14

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for "Lease of Classroom Space - PHARR AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease of Classroom Space – PHARR AREA"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday November 14, 2014.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
EDINBURG, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 14, 2014
Award of Contract	_____
Commence Work or Deliver Products	_____

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

19. 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 Hidalgo County Head Start Program.

20. 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.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements 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 bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid 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.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LEASE OF CLASSROOM SPACE"
PHARR AREA

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- PHARR AREA"
BID NO. 2014-017-11-14

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday November 14, 2014. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2014-017-11-14

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Monday November 10, 2014 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for three (3) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

   Exceptions / Variations: _____

   _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

   Exceptions / Variations: _____

   _____

3. Bidder must charge by the square foot for Rental Space.

   Exceptions / Variations: _____

   _____

4. The building will meet all ADA requirements.

   Exceptions / Variations: _____

   _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

   Exceptions / Variations: _____

   _____

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

   Exceptions / Variations:_____

   _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

   Exceptions / Variations:_____

   _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

9. Building should be in good working condition to provide services to clients.

   Exceptions / Variations: _____

   _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

    Exceptions / Variations: _____

    _____

11. There should be a designated area for deliveries preferably by the storage area.

    Exceptions / Variations: _____

    _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

    Exceptions / Variations: _____

    _____

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

_____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

_____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

_____

16. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.
Exceptions / Variations: _____

_____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a sixty (60) day clause for termination by either party without cause.
Exceptions / Variations: _____

_____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

_____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
PHARR AREA

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- PHARR AREA"
October 28, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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 respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided 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 Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
EDINBURG, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Friday November 14, 2014.

COST PER MONTH:

Monthly Lease Amount: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
PHARR AREA

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for
, Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE: _____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ 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 requirements for procurements of such products?: ☐ Yes ☐ 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?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____
Print Name:_____
Title:_____
Email: _____
Telephone Number:_____
Date:_____
Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building _____ _____ in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENTS' MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the

purposes of this Agreement and constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease hereof, commencing on the first day of _____, for a like term or other terms as may be subsequently agreed to upon by both parties.

Each party shall give the other Party notice of termination of the Lease, in writing, at least sixty (60) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed by the parties. LESSEE shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to LESSOR.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____, in one (1) yearly payment of _____ payable on the 1st

day of _____. Payment shall be mailed to _____

_____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the

Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENEACE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all of LESSOR"S fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a

copy to such policy of insurance to LESSEE at time of execution of this agreement.

6.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

6.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ATICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE.

7.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
EDINBURG, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

EXHIBIT "A"

Physical Address:

Legal Description Being:

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
□□□□□□□□□

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or 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 give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your 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 Part II instructions on page 2.

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.

Form MA- W-9 (Rev. April 2009)

WESLACO

BID NO: 2014-018-11-14 LEASE CLASSROOM SPACE-WESLACO AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

October 28, 2014

REQUEST FOR SEALED BIDS

Lease of Classroom Space – WESLACO AREA

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-WESLACO AREA"
October 28, 2014
BID NO: 2014-018-11-14

1) Request For Sealed Bids Letter

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 6 pages

4) Exhibit B: Bid Page, 2 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Respondent/Vendor Application

7) Historically Underutilized Business (HUB) Declaration

8) Certification Regarding Debarment, & Suspension

9) Draft Contract for Professional Services, 10 pages

10) W-9 Form (Request for Taxpayer ID)

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

October 28, 2014

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - WESLACO AREA"
BID NO: 2014-018-11-14

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for "Lease of Classroom Space - WESLACO AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **"Lease of Classroom Space – WESLACO AREA"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Friday November, 14, 2014.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. 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.

6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

15. BILLING INSTRUCTIONS:
Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
EDINBURG, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 14, 2014
Award of Contract	_____
Commence Work or Deliver Products	_____

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program 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), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

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, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program 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.

19. 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 Hidalgo County Head Start Program.

20. 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.

21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

23. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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 requirements.

25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements 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 bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.

28. 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 Hidalgo County Head Start Program.

29. Bidder shall provide with the bid 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.

30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"LEASE OF CLASSROOM SPACE"
WESLACO AREA

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- WESLACO AREA"
BID NO. 2014-018-11-14

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday November 14, 2014. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2014-018-11-14

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Monday November, 10, 2014 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

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

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for five (5) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

   Exceptions / Variations: _____

   _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

   Exceptions / Variations: _____

   _____

3. Bidder must charge by the square foot for Rental Space.

   Exceptions / Variations: _____

   _____

4. The building will meet all ADA requirements.

   Exceptions / Variations: _____

   _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

   Exceptions / Variations: _____

   _____

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

   Exceptions / Variations:_____

   _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

   Exceptions / Variations:_____

   _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

   Exceptions / Variations: _____

   _____

9. Building should be in good working condition to provide services to clients.

   Exceptions / Variations: _____

   _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

    Exceptions / Variations: _____

    _____

11. There should be a designated area for deliveries preferably by the storage area.

    Exceptions / Variations: _____

    _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

    Exceptions / Variations: _____

    _____

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

_____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

_____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

_____

16. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.
Exceptions / Variations: _____

_____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a sixty (60) day clause for termination by either party without cause.
Exceptions / Variations: _____

_____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

_____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
WESLACO AREA

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- WESLACO AREA"
October 28, 2014

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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 respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided 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 Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
EDINBURG, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Friday November, 14 2014.

COST PER MONTH:

Monthly Lease Amount: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"LEASE OF CLASSROOM SPACE"
WESLACO AREA

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS
Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this lease and to continue at all times in force in effect during the term of this contract.

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for
, Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and 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

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE: _____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ 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 requirements for procurements of such products?: ☐ Yes ☐ 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?: ☐ State General Services 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 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): ☐ State General Services 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): ☐ State General Services 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): ☐ State General Services Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be Performed:

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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. Are registered at http://www.sam.gov for verification of debarment and/or suspension.

c. 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

d. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

e. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default

Signature:_____
Print Name:_____
Title:_____
Email: _____
Telephone Number:_____
Date:_____
Business Name:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ AND
HIDALGO COUNTY

This Lease is made and entered into by and between _____, herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building _____ _____ in and depicted in Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENTS' MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Agreement and constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ ("commencement date") and ending on _____ ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease hereof, commencing on the first day of _____, for a like term or other terms as may be subsequently agreed to upon by both parties.

Each party shall give the other Party notice of termination of the Lease, in writing, at least sixty (60) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed by the parties. LESSEE shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to LESSOR.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____, in one (1) yearly payment of _____ payable on the 1st day of _____. Payment shall be mailed to _____ _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily

attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENEACE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all of LESSOR"S fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick-up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

6.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

6.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and $300,000.00 per occurrence.

ATICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE may terminate

this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE.

7.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

_____
_____
_____
_____

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
EDINBURG, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not

preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

BY: _____
Stephen Crain

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name. If joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or 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 give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your 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 Part II Instructions on page 2.

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.

Form MA- W-9 (Rev. April 2009)

AI-46997 **Head Start 18. G.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2014 Pending Appointment of Community Representatives:
Judge Ramon Garcia and Commissioner Joseph Palacios, Precinct 4

BACKGROUND

Memorandum to Grantee Board Members and Performance Standards 1304.50(b)(1)-(b)(7)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/15/2014 01:57 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Linda Galaviz Started On: 10/14/2014 03:56 PM

Final Approval Date: 10/24/2014

AI-47090 **Planning Department 19. A.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval with Variance Request
a. Replat of Lot 12, Santa Cruz Ranch No. 1 – Pct. 4 (Tomas A Guzman)

2. Final Approval
a. Sand Meyer Subdivision – Pct. 1 (Jerry Pickering)
b. Resubdivision of Lots 1,52,53,54, 59 & Lot B, Caledonia Estates Ph I – Pct. 4(Wild Mesquite LLC)
c. Cohiba Subdivision – Pct. 3 (Daniel Acevedo)
d. Sunflower Park Subdivision – Pct. 4 (Hidalgo County)

BACKGROUND

Attachments

Replat of Lot 12 Santa Cruz Ranch No. 1 - Preliminary

Sand Meyer - Final

Resubdivision of Caledonia Estates - Final

Cohiba - Final

Sunflower Park - Final

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 12:43 PM
Glinda Pacheco	Glinda Pacheco	10/23/2014 04:13 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Nora Cavazos Started On: 10/22/2014 11:44 AM

Final Approval Date: 10/24/2014

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-28-2014

PROPOSED **RE-PLAT OF LOT 12 SANTA CRUZ RANCH NO. 1** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **TOMAS A. GUZMAN**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☒ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **¼ mile North of Mile 22 ½ North Road west side of Brushline Road**

SUBDIVISION LIES WITHIN THE: ☒*The Rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **10-03-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be accomplished within the low areas of the lot with positive outfall into a re-graded roadside ditch along Brushline Road.**

ROAD R.O.W. DEDICATION: **No additional right of way is required**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **10-10-14** : By, **Jesse Ozuna** PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **10-10-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **West side of Brushline Rd**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **10-14-14 .**: By **Ann Marie De la Fuente, Office of Environmental Compliance**

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

VARIANCE REQUEST: **VARIANCE REQUEST FROM THE HIDALGO COUNTY SUBDIVISION RULES, TITLE B, CHAPTER 2.8 SECTION B. "BLOCKS AND LOTS"**

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*

Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

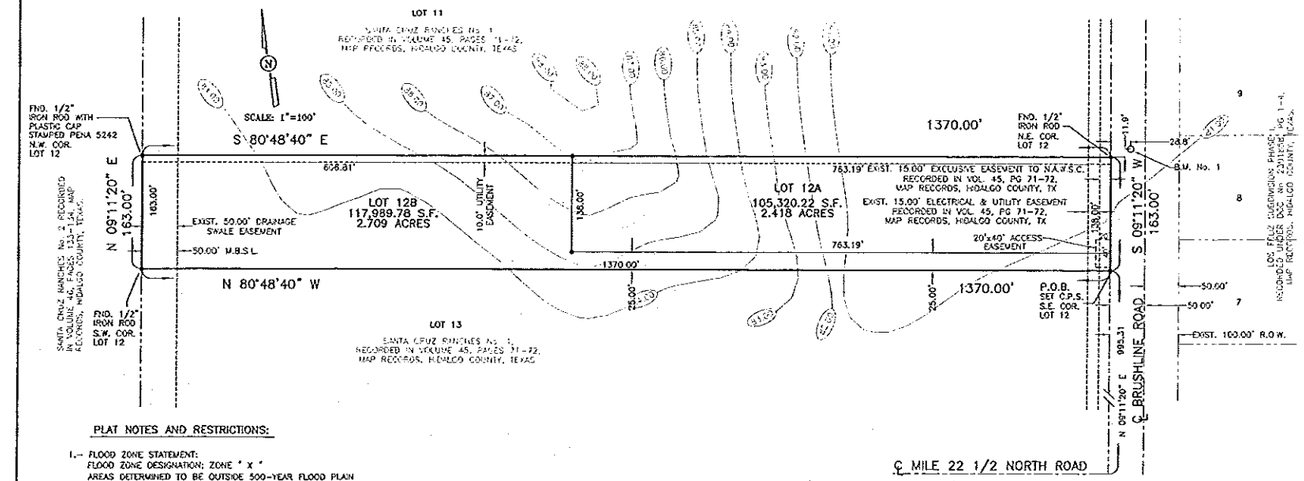
STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments.*

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X "
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

3.– SETBACKS:
FRONT–LOT 12A ..... 50.00 FEET
FRONT–LOT 12B ..... 773.19 FEET
REAR ..... 15.00 FEET
SIDE ..... 8.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV.=71.80 C.P.S. SET IN POWER POLE LOCATED 28.8 FEET EAST AND 11.9 FEET NORTH FROM THE NORTHEAST CORNER OF THE PROPOSED SUBDIVISION N.A.V.D. 88 DATUM.

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF _____ CUBIC –FEET (0.21 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 2

8.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

9.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

10.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

11.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12.– TOMAS A. GUZMAN & BEATRIZ GUZMAN VELÁZQUEZ THE OWNER & SUBDIVIDER OF SANTA CRUZ RANCHES No. 1 RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

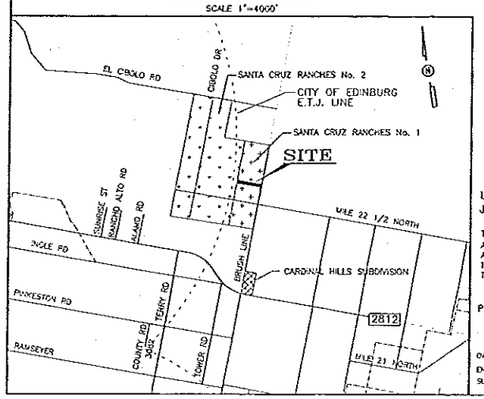
13.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15.– LOT 12B IN REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 IS HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN–OFF FROM ALL LOTS IN REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

16.– NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM BRUSHLINE ROAD ON TO LOTS 12A & 12B. A 24 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN 12A & 12B TO PROVIDE INGRESS AND EGRESS FROM BRUSHLINE ROAD.

LOCATION MAP
SCALE 1"=4000'



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1, IS LOCATED IN NORTH HIDALGO COUNTY ON THE WEST SIDE OF BRUSHLINE DRIVE, APPROXIMATELY 1,000 FEET NORTH OF MILE 22 ½ ROAD INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 LIES APPROXIMATELY 2.24 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE TWO–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) CITY'S UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNERS:	TOMAS A. GUZMAN BEATRIZ GUZMAN VELÁZQUEZ	25217 BRUSHLINE ROAD	EDINBURG TX., 78542	(956)507–0222	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

MINOR SUBDIVISION PLAT OF:

REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1

A 5.13 ACRE TRACT OF LAND BEING ALL OF LOT 12, SANTA CRUZ RANCHES No. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 45, PAGES 71–72, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2021567, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

METES AND BOUNDS

A 5.13 ACRE TRACT OF LAND BEING ALL OF LOT 12, SANTA CRUZ RANCHES No. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 45, PAGES 71–72, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2021567, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE WEST RIGHT OF WAY LINE OF BRUSHLINE ROAD AND THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 09°11'20" E, 2940.56 FEET AND N 80°48'40" W, 30.00 FEET OF THE S.E. CORNER OF TRACT 158, SAN SALVADOR DEL TULE GRANT (RECORDED IN VOLUME 10, PAGE 58–60 MAP RECORDS, HIDALGO COUNTY, TEXAS).

THENCE; N 80°48'40" W, ALONG THE SOUTH LINE OF LOT 12, A DISTANCE OF 1,370.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 12 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°11'20" E, ALONG THE WEST LINE OF LOT 12, A DISTANCE OF 163.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED PENA 5242 FOUND FOR THE NORTHWEST CORNER OF LOT 12 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°48'40" E, ALONG THE NORTH LINE OF LOT 12, A DISTANCE OF 1,370 FEET TO A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF BRUSHLINE ROAD FOR THE NORTHEAST CORNER OF LOT 12 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 9411'20" W, ALONG THE EAST LINE OF LOT 79 AND THE WEST RIGHT OF WAY LINE OF BRUSHLINE ROAD, A DISTANCE OF 163.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.13 ACRES OF LAND MORE OR LESS

BEARINGS ARE IN ACCORDANCE WITH SANTA CRUZ RANCHES No.1, RECORDED IN VOLUME 45, PAGES 71–72, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA R.P.L.S. No. 4656 — 9-22-14 DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that where the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 20____.

TOMAS A. GUZMAN
25217 BRUSHLINE ROAD
EDINBURG, TEXAS 78542

BEATRIZ GUZMAN VELÁZQUEZ
25217 BRUSHLINE ROAD
EDINBURG, TEXAS 78542

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

TOMAS A. GUZMAN &
WE, BEATRIZ GUZMAN VELÁZQUEZ, AS OWNER OF OF THE 5.13 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

TOMAS A. GUZMAN — DATE
25217 BRUSHLINE ROAD
EDINBURG, TEXAS 78542

BEATRIZ GUZMAN VELÁZQUEZ — DATE
25217 BRUSHLINE ROAD
EDINBURG, TEXAS 78542

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared TOMAS A. GUZMAN & BEATRIZ GUZMAN VELÁZQUEZ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2015

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 was reviewed and approved by the Hidalgo County Commissioners Court on _____, ____.

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
BY:_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA P.E. 95534 — P.E. — 10-16-14 DATE

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; AND HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATE; COUNTY JUDGE CERTIFICATION; H.C.D.D. No. 1 CERTIFICATION; N.A.W.S.C. CERTIFICATE, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SUBDIVIDER CERTIFICATE AND STATEMENT COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE.

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

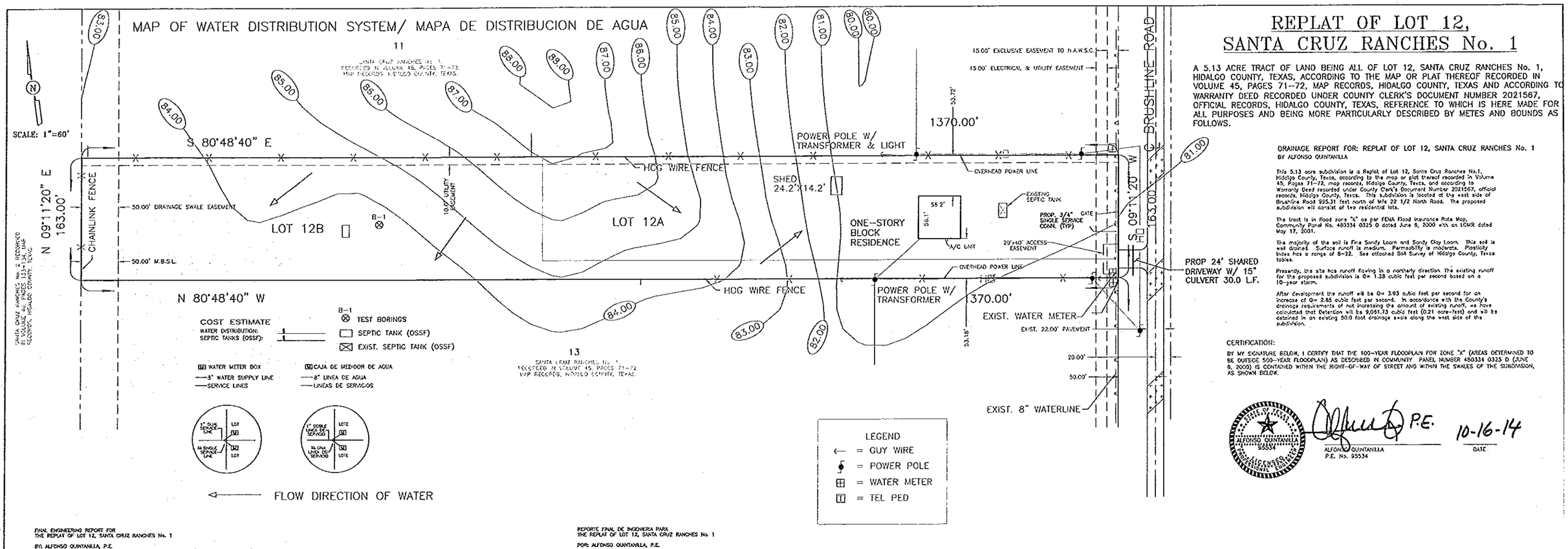
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY:_____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

SHEET NO. 1 OF 2 SHEETS	FILENAME J:\DATA\SUBD\HGO CO\REPLAT LOT 12, SANTA CRUZ No. 1\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	9-22-14	M.G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1

A 5.13 ACRE TRACT OF LAND BEING ALL OF LOT 12, SANTA CRUZ RANCHES No. 1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 45, PAGES 71–72, MAP RECORDS, HIDALGO COUNTY, TEXAS AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2021567, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.



DRAINAGE REPORT FOR: REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1
BY ALFONSO QUINTANILLA

This 5.13 acre subdivision is a Replat of Lot 12, Santa Cruz Ranches No.1, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 45, Pages 71–72, map records, Hidalgo County, Texas, and according to Warranty Deed recorded under County Clerk's Document Number 2021567, official records, Hidalgo County, Texas. This subdivision is located at the west side of Brushline Road 955.31 feet north of Mile 22 1/2 North Road. The proposed subdivision will consist of two residential lots.

The tract is in flood zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0325 D dated June 6, 2000 with an LOMR dated May 17, 2001.

The majority of the soil is Fine Sandy Loam and Sandy Clay Loam. This soil is well drained. Surface runoff is medium. Permeability is moderate. Plasticity index has a range of 8–22. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has runoff flowing in a northerly direction. The existing runoff for the proposed subdivision is Q= 1.28 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 3.93 cubic feet per second for an increase of Q= 2.65 cubic feet per second. In accordance with the County's drainage requirements of not increasing the amount of existing runoff, we have calculated that detention will be 9,051.73 cubic feet (0.21 acre-feet) and will be retained in an existing 50.0 foot drainage swale along the west side of the subdivision.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D (JUNE 6, 2000) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE SWALES OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 10-16-14
ALFONSO QUINTANILLA
P.E. No. 95534
DATE

FINAL ENGINEERING REPORT FOR
THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1

BY: ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs

THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 WILL PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY COMPANY (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISHED THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE WEST SIDE OF BRUSHLINE ROAD.

THE WATER SYSTEM FOR THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 CONSISTS OF ONE (1) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR LOT 12A. LOT 12B IS SERVICED BY AN EXISTING 1" DUAL SERVICE LOCATED ON THE SOUTHEAST CORNER OF THE SUBDIVISION. IT WAS INSTALLED DURING THE CONSTRUCTION OF SANTA CRUZ RANCHES No. 1 (RECORDED IN VOLUME 45, PAGES 71–72)

THE 1" DIAMETER DUAL SERVICE LINES, 3/4" DIAMETER SINGLE SERVICE AND THE METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ OR $ PER LOT. THE SUBDIVIDER IN ADDITION HAD PAID TO N.A.W.S.C. THE SUM OF $ WHICH COVERS THE $ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ADQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES WILL BE APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE EXIST SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE UNITED STATES DEPARTMENT OF AGRICULTURE, SOIL SURVEY BOOK OF HIDALGO COUNTY, TEXAS INDICATED A SANDY CLAY LOAM. ONE (1) TEST BORINGS WAS MADE AT THE CENTER OF LOT 12B (ADDIVIONAL TEST BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA). THE SOIL IS A UNIFORM SANDY CLAY LOAM EXTENDING MORE THAN 24 INCHES BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24 INCHES OF THE BOTTOM OF THE PROPOSED EXCAVATIONS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. LOT 12A IS SERVICED BY AN EXISTING OSSF LOCATED ON THE LOT, IT WAS INSTALLED DURING THE CONSTRUCTION OF SANTA CRUZ RANCHES No. 1 (RECORDED IN VOLUME 45, PAGES 71–72). OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $. IT IS THE RESPONSIBILITY OF THE LOT OWNER TO CONNECT HIS OR HER RESIDENCE TO THE OSSF FACILITY LOCATED ON HIS OR HER LOT. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF

CERTIFICATION:

FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS BOXES, COST A TOTAL OF $ WHICH EQUALES TO $ FOR LOT 12A, LOT 12B IS SERVICED BY AN EXISTING WATER METER.

SEWAGE FACILITIES– SEPTIC SYSTEMS ARE ESTIMATED TO COST $ PER LOT (ALL INCLUDED), FOR A TOTAL OF $ FOR THE SUBDIVISION, INCLUDING THE INSPECTION AND PERMIT FEE FOR EACH OSSF. LOT 12B IS SERVICED BY AN EXISTING OSSF.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 10-16-14
ALFONSO QUINTANILLA
P.E. No. 95534
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

REPORTE FINAL DE INGENIERA PARA
THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1

POR: ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

LA SUBDIVISION THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 ES PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA NORTH ALAMO WATER SUPPLY COMPANY (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y N.A.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. CUENTA CON UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL SUR DE MILE 22 ½ ROAD Y UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL LADO ESTE DE CALLE CIBOLO DRIVE.

EL SISTEMA DE AGUA PARA LA SUBDIVISION THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 CONSISTE DE UNA (1) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIAMETRO PARA LOTE 12A, LOTE 12B ESTA SERVIDO CON UNA EXISTENTE SERVICIO DOBLE DE 1" DE DIAMETRO. FUE CONSTRUIDO DURANTE DE SANTA CRUZ RANCHES No. 1 (REGISTRADO EN VOL. 45 PAGINAS 71–72).

LAS LINEAS DE SERVICIO DE 3/4 PULGADA DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA SERAN INSTALADOS A UN COSTO TOTAL DE US$ 0 US$ POR LOTE. EL DUEÑO DE LA SUBDIVISION A PAGADO ADICIONALMENTE A N.A.W.S.C. LA CANTIDAD DE US$, EL CUAL CUBRE EL COSTO DE US$ POR LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONDOSIL CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGUN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Costos.

EL DRENAJE DE LA SUBDIVISION THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 TIENE FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL CON DOBLE COMPARTIMENTO DE FOSA SEPTICA Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL INGENIERO HA INSPECCIONADO, EVALUADO, Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS. EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION QUE SE PROPONE DEBE SER, AL MENOS DE ½ ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACIONES DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. SE REALIZARON UNO (1) PRUEBAS CON AGUJEROS EN AREAS DISTINTAS DE LA SUBDIVISION EL LOTE (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES UNIFORME EN EL AREA DELIMITADA). EL SUELO ES UNIFORME DE BARRO ARENOSO, EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION. NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON US$, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. UNO (1) OSSF SE TRASLADÓ EN LOTE X A UN COSTO DE $, LOTE 12A ESTA SERVIDO CON UNA EXISTENTE FOSA SEPTICA. FUE CONSTRUIDO DURANTE DE SANTA CRUZ RANCHES No. 1 (REGISTRADO EN VOL. 45 PAGINAS 71–72). EN ESTOS MOMENTOS TODAS LAS FOSA SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ 3,900.00. . ES RESPONSABILIDAD DEL DUEÑO DEL SOLAR QUE CONECTE SU RESIDENCIA A LA FOSA SEPTICA (OSSF) QUE SE ENCUENTRA LOCALIZADA EN SU SOLAR. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SEPTICAS DESDE

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS).

CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA POTABLE SERAN INSTALADO COMPLETAMENTE INCLUYENDO LA INSTALACION DE LOS CAJAS DE MEDIDORES DE AGUA, A UN COSTO TOTAL DE $ POR LOTE. LOTE 12B ESTA SERVIDO CON UNA EXISTENTE SERVICIO LO CUAL EQUIVALE A $ POR LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS (OSSF) COSTARAN US$ POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ PARA TODA LA SUBDIVISION, INCLUYENDO EL COSTO DE LA INSPECCION Y EL COSTO DEL PERMISO DE CADA FOSA SEPTICA (OSSF). LOTE 12A ESTA SERVIDO CON UNA EXISTENTE FOSA SEPTICA.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 10-16-14
ALFONSO QUINTANILLA
P.E. No. 95534
FECHA

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
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EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
OFFICE@QHAENGINEERING.COM

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– I (WE), TOMAS GUZMAN & BEATRIZ GUZMAN SUBDIVIDERS OF THE REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1 HEREBY CERTIFY SEWER FEES, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

TOMAS A. GUZMAN
1901 LAKESHORE DRIVE
EDINBURG, TEXAS 78541
DATE

BEATRIZ GUZMAN
1901 LAKESHORE DRIVE
EDINBURG, TEXAS 78541
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared TOMAS GUZMAN & BEATRIZ GUZMAN known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

LILIA A. QUINTANILLA — Notary Public, State of Texas — My Commission Expires July 23, 2017

LILIA A. QUINTANILLA– NOTARY PUBLIC

STATE OF TEXAS — COUNTY OF HIDALGO

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO.	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
1 OF 1	8-25-2014	VP		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

F:\CAD\SUBDIVISIONS\REPLAT OF LOT 12, SANTA CRUZ RANCHES No. 1\REPLAT

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-28-2014

PROPOSED **SAND MEYER** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **SIGLER, WINSTON & ASSOC.** DEVELOPER: **JERRY D. PICKERING**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **1** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South of Mile 9 North Road, approximately 400 feet East of Mile ½ East Road**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Mercedes** *and will be approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-10-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention will be provided along the lowest areas of the lot**

ROAD R.O.W. DEDICATION: **20 feet to Mile 9 North Rd**

H.C.R.O.W. FINAL APPROVAL DATE: **10-06-14** : By, **Roy Gonzalez** PCT 1 R.O.W. AGENT

H.C.H.D FINAL APPROVAL DATE: **06-10-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **City of Mercedes** LINE SIZE: **12"** LOCATION: **Mile 9 North Rd**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **4"** LOCATION: **Mile 9 North Rd**

H.C.O.E.C. FINAL APPROVAL DATE: **10-21-14** : By **Martin Ramirez, Director of Office of Environmental Compliance**

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **SEPTEMBER 30, 2014**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments and the approval of the City of* ***Mercedes****.*

☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

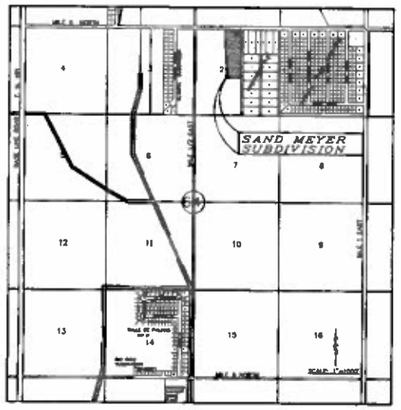
SAND MEYER SUBDIVISION

A 3.72 ac. subdivision out of Lot 2, Block 64,
Capisallo District Subdivision,
Volume P, Page 226

INDEX TO SHEET OF SAND MEYER SUBDIVISION:

SHEET 1: Heading; Index; Location Map and ETJ; Principal Contacts; Map: Lot, Streets, and Easement Layout; Description (Metes and Bounds); Surveyor's Certification, Plat Notes and Restrictions; Owner's Dedication, Certification, Attestation; City Approval Certificate; Judge Acknowledgment; County Clerk's Recording Certificate; Revision Notes.

SHEET 2: Engineering Report, including Description of water and wastewater and Engineers certification Drainage Report, including Description of Drainage and Map of Topography and Engineering Certification: Revision Notes.



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

According to the Official Map in the office of the Secretary of the City of Mercedes, Sand Meyer Subdivision, is located in Precinct No. 1 and on the Southeast intersection of Mile 1/2 East and Mile 9 North, outside the city limits, and lies within the city's five-mile ETJ under Local Government Code 212.001 The city of Mercedes Population 15,784 and counting.

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	Jerry D. Pickering	3421 Mile 9 North	Mercedes Tx. 78570	(956) 793-3571	N/A
ENGINEER:	Joe B. Winston Jr.	611 BB Summers Intl. Blvd	Weslaco Tx. 78596	(956) 968-2194	956-968-8300
SURVEYOR:	Joe B. Winston Jr.	611 BB Summers Intl. Blvd	Weslaco Tx. 78596	(956) 968-2194	956-968-8300

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9

This plat is here by approved by the Hidalgo & Cameron County Irrigation District No. 9 Dated this 26th day of August 2014.

The rate of flow of drain water will be no greater than the rate of flow of drain water when the land was in agriculture use.

General Manager Date 8/28/2014

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared Jerry D. Pickering and proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that they executed the same for the purposes and consideration thereby expressed.

Given under my hand and seal of office this_____day of_____, 2014.

Notary Public, State of, Texas
My Commission Expires:

COUNTY CLERK'S RECORDING CERTIFICATE

I,_____ County Clerk of Hidalgo County, certify that the plat bearing this certificate was filed for record at_____o'clock_____M. on_____, and was recorded in Book_____ Sheet(s)_____the Plat Records of _____County at _____o'clock____M on_____

Hidalgo County Clerk

REVISION NOTES:

NO.	Sheet	Revisions	Date	Approved

Sheet No. 1 of 2

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE X

   ZONE "X" SHADED AREAS OF 500-YEAR FLOOD PLAIN
   COMMUNITY -PANEL NO. 480334 0450 C EFFECTIVE DATE: MAY 30, 2002

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100- YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
   FRONT: 50.00 FEET OR MILE 9 ROAD
   REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
   CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE; 18.00 FEET
   CORNER GARAGE FRONT: 18. FEET
   CORNER SIDE WHERE R.O.W. IS GREATER THAT 50.00 FEET: 20. FEET
3. NO MORE THAT ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTORS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL.) APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PAD AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
   —HLM_3011 = ELEV. 38.86 N.G.V.D. 29 DESCRIPTIONS: TOP OF MANHOLE, EAST 423.65 FEET OF THE INTERSECTION OF MILE 1/2 EAST AND MILE 9 NORTH.
6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 2,440 CUBIC-FEET 0.08 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 2 FROM STORM SEWER IMPROVEMENTS.) THE DITCH ALONG MILE 9 NORTH WILL BE RE-GRADED AS PART OF THIS PLAT; APPROXIMATELY 220 FEET TO FLOW EAST. UPON THE OWNER'S REQUEST NO CULVERT WILL BE PLACED UNDER PORVENIR ST. AT THIS TIME BECAUSE OF THE POTENTIAL OF WATER RETURNING TO THE OWNER'S PROPERTY. UPON FURTHER IMPROVEMENTS BY THE COUNTY TO ROAD SIDE DRAINAGE, A CULVERT UNDER PORVENIR ST. MAY BE IN ORDER.
7. NO STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT MAY WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
8. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
9. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
10. THERE IS A WATER WELL WITHIN 30 FEET FROM THE WEST BOUNDARIES LINE OF THIS SUBDIVISION.
11. CLEARANCE FOR WATER METERS. (ONLY FOR LOTS BEING)
    AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
12. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF ON LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.
13. THE NORTH FENCE WILL BE RELOCATED AT SUCH TIME AS HIDALGO COUNTY WIDENS MILE 9 NORTH.

LEGAL DESCRIPTION OF SAND MEYER SUBDIVISION:

Sand Meyer Subdivision, being a 3.72 ac. subdivision out of Lot 2, Block 64, Capisallo District Subdivision, as recorded in Volume P, Page 228 of the Map and Plat Records of Hidalgo County, Texas and being more particularly described by metes and bounds as follows, to-wit;

Commencing at a set Cotton Picker Spindle (C.P.S.) for the Northwest corner of Lot 2, Block 64 Capisallo District Subdivision, East a distance of 421.00 ft. to a set C.P.S. for the Northwest corner and the Point of Beginning of this tract of land;

Thence, East a distance of 239.00 ft. along Mile 9 North Road to a set C.P.S. for the Northeast corner of this tract of land;

Thence, South a distance of 30.00 ft. to a found 1/2" rebar for the existing South road R.O.W. of Mile 9 North Road and an additional 20.00 ft. to a set 1/2" rebar for the new South R.O.W., and in all a distance of 707.23 ft. to a set 1/2" rebar for the Southeast corner of this tract of land;

Thence, West a distance of 220.00 ft. to a set 1/2" rebar for the Southwest corner of this tract of land;

Thence, North a distance of 207.00 ft. to a set 1/2" rebar for a corner of this tract of land;

Thence, North 3°20'36" West a distance of 325.78 ft. to a set 1/2" rebar for a corner of this tract of land;

Thence, North a distance of 175.00 ft. to a set C.P.S. for the Northwest corner of this tract of land, and the Point of Beginning, and containing 3.72 acres of land, more or less.

CITY OF MERCEDES
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 212.0115(B)
WE the undersigned certify that this plat of SAND MEYER SUBDIVISION was reviewed and approved by the City Council of the City of Mercedes

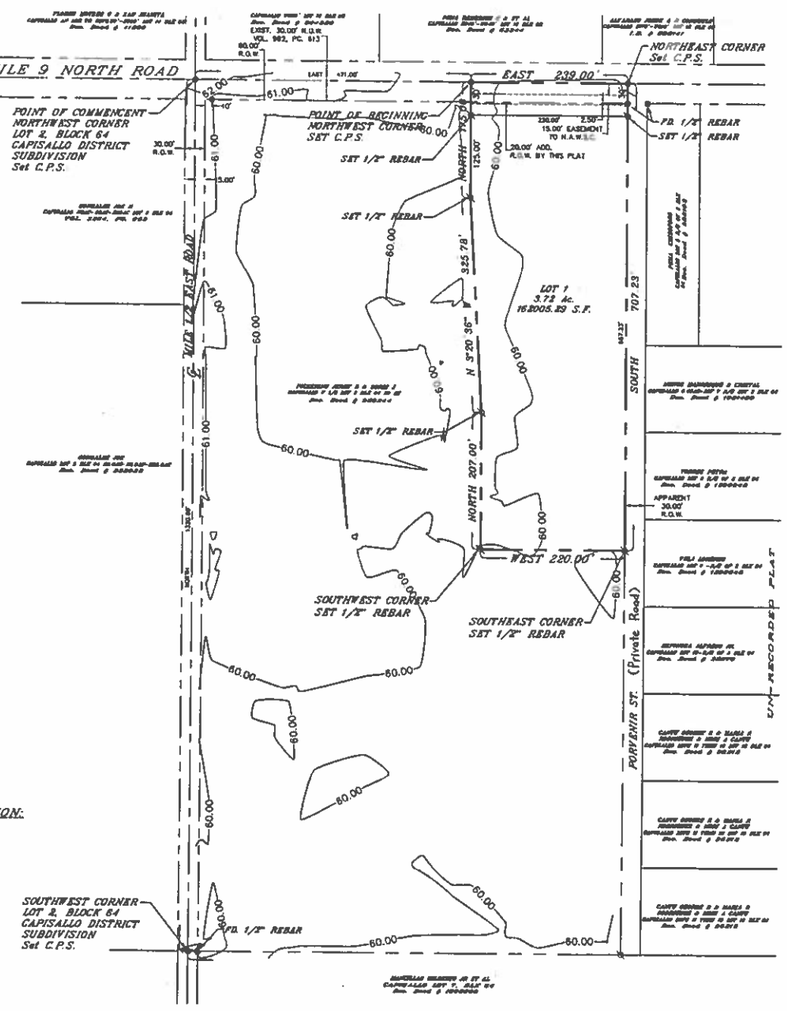
Mayor of City of Mercedes Date 9/2/2014

Attest: Secretary of the City of Mercedes Date 9/2/2014

This plat of SAND MEYER SUBDIVISION has been submitted to and considered by the Planning and Zoning Commission of the City of Mercedes, Texas and is hereby approved by such Commission.

Dated this 2nd day of August ,2014.

Secretary Chairman



SCALE: 1"= 100'

LEGAL

Property Line
Set 1/2" Rebar
Found 1/2" Rebar
Set C.P.S.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAND MEYER SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

Hidalgo County Drainage District No. 1, hereby certifies that the drainage plans for this subdivision comply with the minimum standards of the district adopted under Texas Water Code 49.211 (c). The district has not reviewed and does not certify that the drainage structures described are appropriate for the specific subdivision, based on generally accepted engineering criteria. It is the responsibility of the developer of the subdivision and its engineer to make these determinations.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____ Date

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE INDERSIGNED CERTIFY THAT THIS PLAT OF SAND MEYER SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON_____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028(A)

WE the undersigned certify that this plat of the SAND MEYER SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court.

on_____

Hidalgo County Judge Date

Attest: Hidalgo County Clerk Date

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easements hereby granted shall be limited to a strip of land 15' in width, the center line hereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

In witness whereof the said grantor executed this instrument this

8-26-day of 2014.

Jerry D. Pickering

STATE OF TEXAS
COUNTY OF HIDALGO

Joe B. Winston Jr., a registered professional land surveyor and registered professional engineer in Texas, hereby certify that the above plat and description of the the Sand Meyer Subdivision, was prepared from a survey of the property made on the ground by me or under my supervision and that the proper engineering consideration has been given to this plat and is a true and accurate representation of the subdivision.

Joe B. Winston Jr. P.E. # 31109 R.P.L.S. # 3760

8-26-2014
Date

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

Jerry D. Pickering, owner of the 3.72 acre tract of land encompassed within the proposed SAND MEYER SUBDIVISION hereby subdivide the land as depicted in this subdivision plat and dedicate to the public use of the street(s), and parks and easements shown herein.

WE certify that they have complied with the requirements of Texas Local Government Code 232.032 and that:

(A) The water quality and connections to the lots meet, or will meet, the minimum state standards:

(B) Sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of State standards:

(C) Electrical connections provided to the lots meet, or will meet, the minimum state standards:

(D) Gas connections, if available, provided to the the lots meet, or will meet, the minimum state standards:

I attest that the matters asserted in this plat are true and complete.

Jerry D. Pickering 8-26-2014
Date

6421 Mile 9 North
Mercedes Tx. 78570

Sigler, Winston, Greenwood, & Associates, LLC
CONSULTING ENGINEERS
WESLACO, TEXAS

TEXAS FIRM REGISTRATION NO. F-592
611 BILL SUMMERS INTL. BLVD.
WESLACO, TEXAS 78596
(956)-968-2194 OFFICE
(956)-968-8300 FAX

DATE PREPARATION: FEBRUARY 14, 2014

COPYRIGHT 2014 SWG ENGINEERING, LLC

D.F.

FINAL ENGINEERING REPORT FOR SAND METER SUBDIVISION:
by Joe B. Winston Jr., P.E.
Water Supply: Description, Costs and Operability Date

Water Supply: Description, Costs and Operability Date

Lot 1 of Sand Meyer Subdivision will be provided with potable water by the North Alamo Water Supply Corporation. The subdivider and North Alamo Water Supply Corporation have entered into a contract in which North Alamo Water Supply Corporation has promised to provide sufficient water to Lot 1 of the subdivision for at least 30 years, and North Alamo Water Supply Corporation has provided documentation to sufficiently establish the long-term quantity and quality of the available water supply to serve the development of this subdivision. The North Alamo Water Supply Corporation has an existing 4" water line running along the South side of Mile 9 North Road. From this waterline, a 3/4" diameter single service water connections will be installed for Lot 1.

A bond or a letter of credit for the 3/4-inch single service line, and meter box has been filed with Hidalgo County for the installation of these facilities. The subdivider has, in addition, paid North Alamo Water Supply Corporation the sum of $150.00 which covers the $150.00 cost per lot for the water meter (including installation cost, tap fees, and membership fees). Upon request by the owner of the lot, North Alamo Water Supply Corporation will properly install, at no charge, the water meter for that lot. If the owner has not requested installation by July 15, 2014, North Alamo Water Supply Corporation will nevertheless proceed to install the water meter on the lot. Thus, in any event, all the water meters will be installed and the entire water facility will be operable on or before July 31, 2014

Sewage Facilities: Descriptions, and Costs

Lot 1 of Sand Meyer Subdivision will be provided with sanitary sewage collection facilities and treatment by the City of Mercedes, Texas. The City of Mercedes has an 12-inch sewer gravity line running along the North side of Mile 9 North Road, and single service connection will stub out to the South to service lot 1 for the sewer system for Sand Meyer Subdivision. It will consist of a single service connection for Lot 1 and from here it will be carried to the City of Mercedes waste water treatment plant site. The cost for the single service connection is $200.00 each, for a total of $200.00 for the single service connection.

CERTIFICATION:

By my signature below, I certify that the water and sewage service facilities described above are in compliance with the Model Rules adopted under Section 16.343 Water Code. I certify that the estimated costs to install uncontructed water and sewage facilities, discussed above, are as follows: water facilities – these facilities fully constructed, with the installation of water meters, will cost a grand total of $300.00. Sewage facilities is estimated to cost $200.00 per lot (All Inclusive), for a total of $500.00.

Joe B. Winston Jr., P.E. — Date 8/26/2014

STATE OF TEXAS — JOE B. WINSTON, JR. — 31109 — LICENSED PROFESSIONAL ENGINEER

8/26/2014

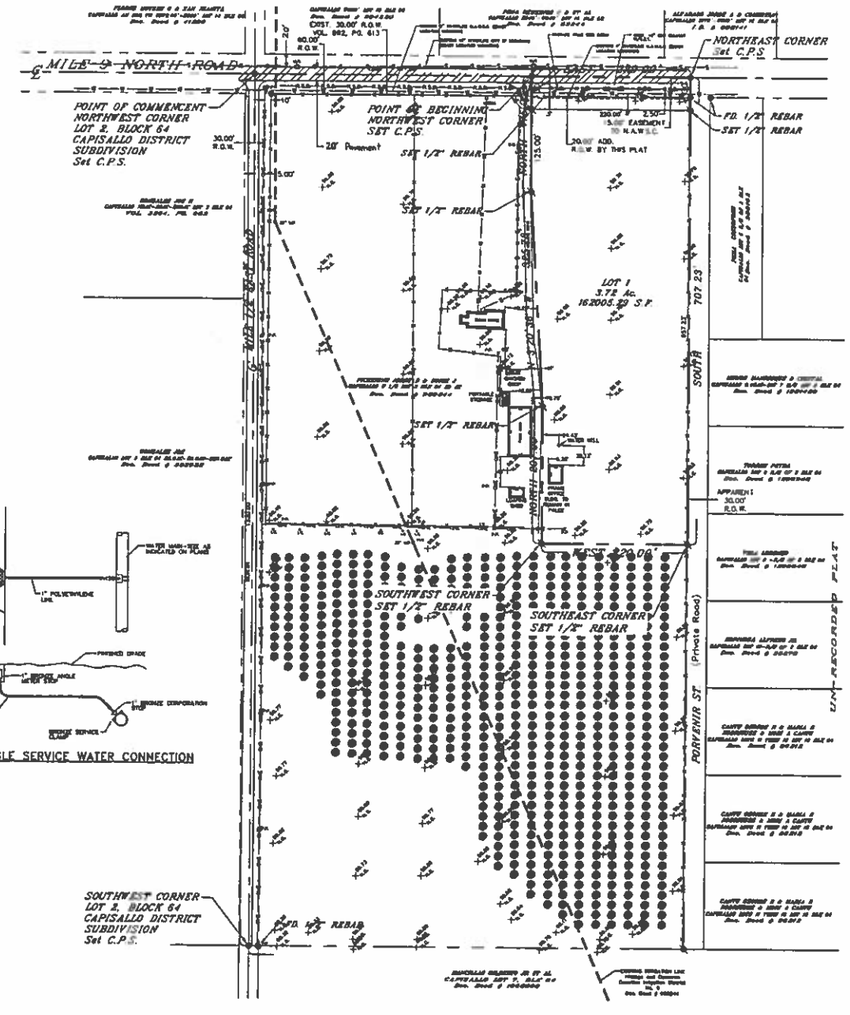
INFORME DE INGENIERÍA FINAL PARA LA ARENA SUBDIVISION DE MEYER:
Joe B. Winston Jr., P.E.
Abastecimiento de agua: Descripción, Gastos y Fecha de Operabilidy

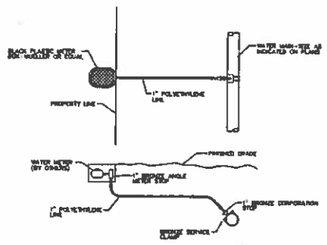
Abastecimiento de agua: Descripción, Gastos y Fecha de Operabilidy

UN bono o una carta de crédito para el 3/4 de pulgada una sola línea de servicio, y caja de dosificadores se ha presentado con Condado de Hidalgo para la instalación de estas instalaciones. La subdivisor, además, ha pagado al Norte Alamo Water Supply Corporation la suma de $150,00 que cubre el costo de $150,00 por lote para el medidor de agua (incluyendo costo de instalación, toque en las tasas, y las cuotas de las asociadas). A petición del propietario del lote, al Norte Alamo Water Supply Corporation, se instale correctamente, sin cargo alguno, al medidor de agua para ese lote. Si el propietario no ha solicitado la instalación de 15 de julio de 2014, el Norte Alamo Water Supply Corporation, no obstante procederá a instalar el medidor de agua en el lote. Por lo tanto, en cualquier caso, todos los contadores de agua se instalará y todo el fondo para el agua estará operativo a partir del 31 de julio de 2014.

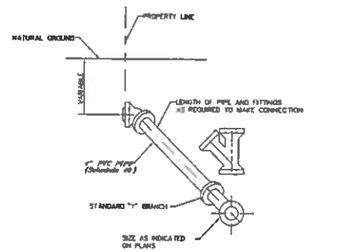
Instalaciones de alcantarillado: Descripción.

Lote 1 y los costos de la Arena Meyer Subdivisión será proporcionado con alcantarillado sanitario instalaciones de recogida y tratamiento de la ciudad de Mercedes, Texas. La ciudad de Mercedes, tiene un 12 pulgadas alcantarillado gravedad línea que recorre la parte norte de Mile 9 Carretera del Norte y de una sola conexión de servicio, ramal hacia el Sur al servicio lote 1 para el sistema de alcantarillado para la arena Meyer Subdivisión. Se trata de una sola conexión de servicio para el lote 1 y desde aquí se llevará a la ciudad de Mercedes planta de tratamiento de aguas residuales. El costo de la conexión de servicio es de $200,00 cada una, para un total de $200,00 para la única conexión del servicio.





TYPICAL-SINGLE SERVICE WATER CONNECTION



SINGLE HOUSE SERVICE CONNECTION

SCALE: 1"= 100'

LEGEND

Property Line	
Set 1/2" Rebar	S
Found 1/2" Rebar	•
Set C.P.S	O
Fence Line	—X—
Power Pole	P.P.
Cable Box	C.B.
Man Hole	M.H.
Vent Pipe	V.P.
Irrigation Valve	I.V.
Water Meter	W.M.
Road Side Ditch	R.S.D.
Cable Line	—C—
Electrical Box	E.B.
Water Valve	W.V.
Fire Hydrant	F.H.
Light Pole	L.P.
Over Head Electric Line	—OHE—

PLAT NOTA Y RESTRICCIONES

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTAS

1. ZONA DE INUNDACIÓN:
DESIGNACIÓN DE LA ZONA DE LAS INUNDACIONES: LA ZONA X

ZONA "X" LAS ÁREAS SOMBREADAS DE INUNDACIÓN DE 500 AÑOS
COMUNIDAD NORMAL – GRUPO NO 480334 0450 C FECHA DE VIGENCIA: 30 DE MAYO DE 2002

CONSTRUCCIÓN DE VIVIENDAS RESIDENCIALES EN CUALQUIER ZONA DE LA SUBDIVISIÓN QUE SE ENCUENTRA EN EL 100– AÑO DE INUNDACIONES ESTÁ PROHIBIDA A MENOS QUE LA VIVIENDA CUMPLE LOS REQUISITOS PARA SEGURO EN VIRTUD DE LA LEY DEL SEGURO NACIONAL CONTRA INUNDACIONES DE 1968 (42 U. S. C. § 4001 A 4127).

2. RETROCESOS:
FRENTE: 50,00 PIES EN MILLA 9 CARRETERA
TRASERA: 15.00 PIES O SERVIDUMBRE QUE SEA MAYOR
: 6,00 METROS O SERVIDUMBRE QUE SEA MAYOR
ESQUINA LATERAL: 10,00 metros ESQUINA LADO GARAJE:
GARAJE 18,00 PIES ESQUINA DELANTERA: 18. PIES
LATERAL DE LA ESQUINA DONDE R. O. W. ES MAYOR QUE 50,00 METROS: 20. PIES

3. NO HAY MÁS QUE UNA SOLA VIVIENDA unitamiliares SE ENCUENTRA EN CADA LOTE. ESTE DEBE SER ESTIPULADA EN TODOS LOS ACTOS Y LOS CONTRATISTAS DE OBRAS. (CUALQUIER OTRO USO REQUERIRÁ DEPARTAMENTO DE PLANIFICACIÓN, DE LA OFICINA DE CUMPLIMIENTO AMBIENTAL, DEL DEPARTAMENTO DE SALUD Y EL FUEGO MARSHALL SU APROBACIÓN.) LAS SOLICITUDES DE CONSTRUCCIÓN SON NECESARIOS ANTES DE OCUPAR EL LOTE.

4. ALTURA DEL PISO TERMINADO MÍNIMO DEBERÁ SER DE 18 PULGADAS POR ENCIMA DE LA LÍNEA CENTRAL DE LA CALLE O 18" ARRIBA SUELO NATURAL. EL QUE SEA MAYOR. CERTIFICADO ELEVACIÓN PUEDE SER NECESARIO PARA LOTES SITUADOS PUEDE SER DE UN DESIGNADO ZONA DE INUNDACIÓN EN EL MOMENTO DE LA SOLICITUD DE CONSTRUCCIÓN PARA VERIFICAR PRE y POST CONSTRUCCIÓN PISO TERMINADO ELEVACIONES. UNA ELEVACIÓN SE REQUERIRÁ CERTIFICADO DE TODOS LOS LOTES EN UNA DETERMINADA ZONA DE INUNDACIÓN EN EL MOMENTO DE APLICACIÓN.

5. EL SIGUIENTE ANÁLISIS SE IDENTIFICAN EN LA CARA DE LA PLAT Y EN EL PLANES DE INGENIERÍA. — 38. M. NO 1 – ELEV. 39.98 N. G. V. D. 29 DESCRIPCIÓN: EN LA PARTE SUPERIOR DE alcantarilla, ORIENTE 423,85 METROS DE LA INTERSECCIÓN DE MILLA 1/2 MILLA 9 ORIENTE Y NORTE.

6. DE CONFORMIDAD CON LO DISPUESTO EN EL CONDADO DE HIDALGO DISTRITO NO 1 DRENAJE Y CONDADO DE HIDALGO, ESTE DESARROLLO SERÁ NECESARIO PARA DETENER A UN TOTAL DE 2.440 metros cúbicos de PIES 0,06 ACRE-PIE) DE SALIDA DEL AGUA DE LLUVIA. DRENAJE RETENCIÓN EN CONFORMIDAD CON LAS NORMATIVAS LOCALES SE LLEVARÁ A CABO DE LA SIGUIENTE MANERA: (VEASE LA HOJA NO 2 MEJORAS EN EL SISTEMA DE ALCANTARILLADO DE LA TORMENTA.) LA ZANJA EN MILLA 9 NORTE SERÁ RE-EVALUADO COMO PARTE DE ESTE PLAT, aproximadamente 220 PIES DE ORIENTE. A PETICIÓN DEL PROPIETARIO, NO alcantarilla SERÁ COLOCADA BAJO PORVERNIR ST. EN ESTE MOMENTO DEBIDO A LA POTENCIAL DE AGUA QUE RETORNA A LA PROPIEDAD DE su propietario. NUEVAS MEJORAS EN EL CONDADO A LADO DE LA CARRETERA, una alcantarilla EN PORVENIR ST. PUEDE ESTAR EN ORDEN.

7. LAS ESTRUCTURAS NO SE ADMITIRÁ NINGUNA DE LAS SERVIDUMBRES SE MANTENDRÁN LIBRES DE EDIFICIOS, galpones, árboles, arbustos Y OTRAS PLANTACIONES (EXCEPTO BAJO, MENOS DE 18 PULGADAS ALTURA MADURA, LA CUBIERTA DEL SUELO, hierba, O FLORES) Y OTROS DESCRIBEN CÓMO Y CUANDO EL AGUA, alcantarillado, ELECTRICIDAD, GAS Y SERVICIOS SE PONDRÁ A DISPOSICIÓN DE LA SUBDIVISIÓN.

8. CADA CONTRATO ADQUIRIDO ENTRE UN SUBDIVIDER Y COMPRADOR DE UN LOTE DE ESTA SUBDIVISIÓN DEBERÁ CONTENER UNA DECLARACIÓN EN LA QUE describía cómo Y CUANDO EL AGUA, alcantarillado, ELECTRICIDAD Y GAS SE PONDRÁN A DISPOSICIÓN DE LA SUBDIVISIÓN.

9. TODOS LOS SERVICIOS PÚBLICOS LAS SERVIDUMBRES DE ESTE SERÁ UN MÍNIMO DE ANCHO DE 15.00 metros COMO POR EL CONDADO DE HIDALGO SUBDIVISIÓN REGLAS MODELO. CON LA FIRMA DE ESTA PLAT, INGENIERO DESARROLLADOR Y CERTIFICA QUE TODOS LOS DEMÁS LAS SERVIDUMBRES SE MUESTRAN CONFORMES CON EL TAMAÑO NECESARIO PARA CADA UTILIDAD MÉDICA OCUPAN UNA SERVIDUMBRE.

10. HAY POZO DE AGUA DENTRO DE LOS 30 METROS DE LA RIBERA OCCIDENTAL LOS LÍMITES DE ESTA SUBDIVISIÓN.

11. JUEGO DE INSTALAR MEDIDORES DE AGUA: (SÓLO PARA LOS LOTES COMO POR CÓDIGO DE GOBIERNO LOCAL REQUISITOS, alcantarillado sanitario DEBE ESTAR CONECTADO A UNA RESIDENCIA ANTES DE QUE EL CONDADO DE LIQUIDACIÓN DEFINITIVA DE UN MEDIDOR DE AGUA. UNA alcantarilla TOQUE EN INSPECCIÓN DEBERÁN ESTAR PROVISTOS DE LA ENTIDAD PROVEEDOR DE SERVICIO ANTES DE RECIBIR UN JUEGO DE MEDIDOR DE AGUA(S).

12. EL COMPRADOR DE CADA LOTE SE ENCARGARÁ DE INSTALAR ENTRADA alcantarilla TUBOS DE CONCRETO REFORZADO DE MENOS DE 15 PULGADAS DE DIAMETRO Y 24 METROS DE LONGITUD.

13. LA VALLA DEL NORTE serán reubicados EN EL MOMENTO EN EL QUE AMPLÍA CONDADO HIDALGO 9 MILLAS AL NORTE.

SAND MEYER SUBDIVISION
DRAINAGE STATEMENT
MAY 27, 2014

Sand Meyer Subdivision consists of approximately 3.72 acres out of Lot 2, Block 64, Capisallo District Subdivision, its existing condition is open farm land with citrus trees and with a gentle slope to the Northeast. Future development will be for a new single family home & caliche drive.

At the time of improvements the storm water runoff from the improved areas shall be overland flow in a Northeasterly direction were it will be collected by a re-graded ditch along Mile 9 North.

Sand Meyer Subdivision is located in Flood Zone X (Shaded) as shown in the Community Panel Number 480334-0450 C. Map revised Date May 30, 2002. Copy provided on Page 10-11 of Drainage Report.

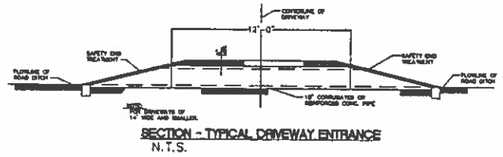
By my signature below, I certify that this subdivision lies in a Flood Zone "X" (Shaded) – areas of 500-year flood, areas of 100-year flood with average depths of less than one square mile; and areas protected by levees from 100-year flood. (Community-Panel No. 480334 0450 C – Map Revised May 30, 2002)

Joe B. Winston Jr., P.E. — Date 8-26-2014

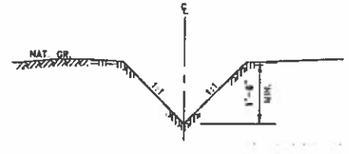
STATE OF TEXAS — JOE B WINSTON, JR. — 31109 — LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS — JOE B. WINSTON, JR. — 3780 — REGISTERED PROFESSIONAL LAND SURVEYOR

8/26/2014

COST ESTIMATE:
STORM DRAINAGE IMPROVEMENTS: $0
WATER DISTRIBUTION: $150.00
SANITARY SEWER IMPROVEMENTS: $200.00



SECTION - TYPICAL DRIVEWAY ENTRANCE
N.T.S.



PROPOSED ROADSIDE DRAIN DITCH TYPICAL SECTION

MAP OF PROPOSED WATER SERVICE AND SEWERAGE SERVICE FOR LOT 1
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA Y DRENAJE

LEGEND
W ....Proposed Dual Water Service Connection
S ....Proposed Single Water Service Connection

LEYENDA
W ....Propuesto Servicio Doble De Agua Conexiones
S ....Propuesto Una Conexiones De Agua

LEGEND
We Water Meter
3/4" Single Service Line
1" Dual Service Line

LEYENDA
W =Caja De Medidor
Linea de Servicio Individual de 3/4" (19.05 MM)
Linea de Servicio Doble 1" (25.4 MM)

MERCEDES, TEXAS
Sand Meyer Subdivision
PROPOSED WATER & SANITARY SEWER PLAN

SIGLER, WINSTON, GREENWOOD AND ASSOCIATES
SWG ENGINEERING, LLC
TEXAS FIRM REGISTRATION NO. F-592
WESLACO, TEXAS

DESIGNED D.F | DRAWN J.B.W. Jr. | DATE MARCH 2014 | SHEET NO. 2 OF 2 | DRAWING NO. 14-104-2

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Sheet No. 2 of 2

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-28-2014

PROPOSED **RESUBDIVISION OF LOTS 1, 52, 53, 54, 59 & LOT B CALEDONIA ESTATES PHASE I** SUBDIVISION, PRECINCT No. **4** .

ENGINEER FIRM: **SALINAS ENGINEERING & ASSOC.** DEVELOPER: **WILD MESQUITE LLC**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **8** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Northwest corner of Cesar Chavez Rd & Curry Rd.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Edinburg** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **07-25-13** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be detained on the compressed green area of the lots. Existing Type "A" inlets on Sherman Rd discharging to an existing canal abutting North of Caledonia Estates Subdivision Phase I**

ROAD R.O.W. DEDICATION: **No additional Right of way is required**

H.C.R.O.W. FINAL APPROVAL DATE: **10-06-14** By, **Jesse Ozuna** Pct 4 R.O.W. AGENT

SEWER SYSTEM: ☒SANITARY SEWER BY: **City of Edinburg** LINE SIZE: **8"** LOCATION: **Rawlings Rd & Oblate Rd**

WATER SERVICE PROVIDER: **North Alamo Water Supply Corp** LINE SIZE: **2"** LOCATION: **FM 2128 (Richardson Rd)**

H.C.O.E.C. FINAL APPROVAL DATE: **10-04-14** : By **Martin Ramirez, Environmental Compliance Coordinator**

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **FEBRUARY 11, 2014**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg** .

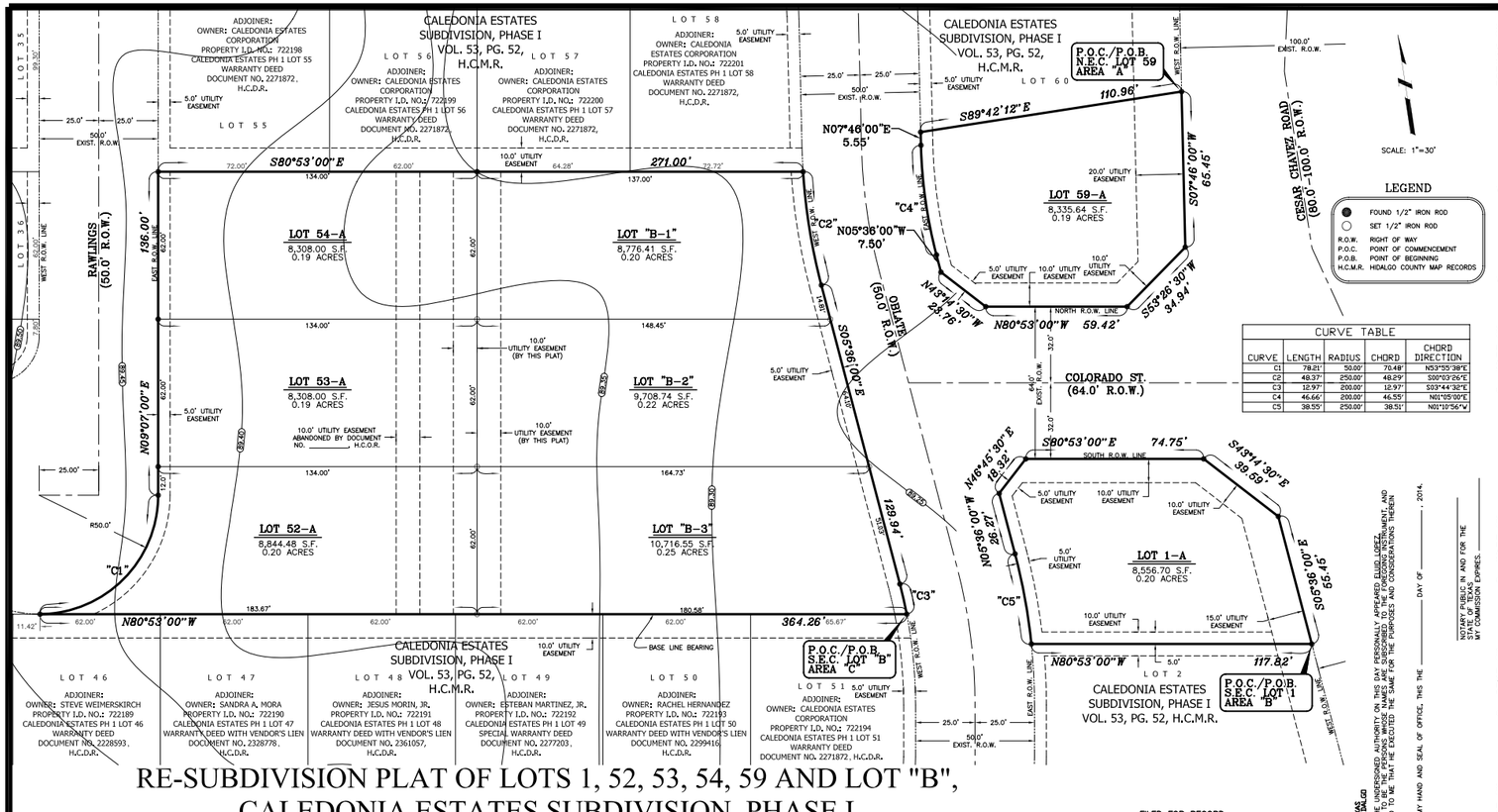
☐ **Preliminary Approval with Variance Request** *subject comments and future recommendations by planning and other Departments.*

☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I

HIDALGO COUNTY, TEXAS

BEING A RE-SUBDIVISION OF THAT CERTAIN 1.64 ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOTS 1, 52, 53, 54, 59, AND, ALL OF LOT "B," OUT OF CALEDONIA ESTATES SUBDIVISION, PHASE I, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 53, PAGE 52, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES:
   FRONT .....25.00' OR GREATER FOR EASEMENTS.
   REAR .....20' OR LOT DEPTH - NOT OVER 40.0'
   SIDE .....6.00'(10%) OR GREATER FOR EASEMENTS.
   CORNER SIDE .....10.00' OR GREATER FOR EASEMENTS.
   CUL-DE-SAC LOTS:
   FRONT .....25.00' OR GREATER FOR EASEMENTS.
   SIDE CORNER GARAGE .....18.00' OR GREATER FOR EASEMENTS.
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X" AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY PANEL NO. 480334 0325 D (REVISED TO REFLECT LOMR 5/17/01.) EFFECTIVE DATE JUNE 06, 2000. THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 480334 0325 D EFFECTIVE DATE JUNE 06, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND INCORPORATED AREAS, THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OR RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THRU 4127).
3. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED INSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED FOR 0.10 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SECOND SHEET FOR DRAINAGE DETENTION.
5. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
6. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH WIDE BY 18 INCH LONG IRON RODS.
7. NO STRUCTURE SHALL BE PLACED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
8. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
9. BENCHMARK NOTE: A 4" DISK WAS BEEN SET IN CONCRETE ON THE SOUTHWEST CORNER OF LOT 20 SHOWN HEREIN. THE USGS BM ELEVATION ON TOP OF BRASS DISK IS 89.74. B.M. – ELEV. 92.69. DESCRIPTION: LOCATED ON TOP OF FIRE HYDRANT SOUTH OF PROPERTY AND SOUTH OF CURVY ROAD, NORTH OF LOT 9, CURVE AND CURRY SUBDIVISION.
10. THIS SUBDIVISION WAS DESIGNED FOR 10 YEAR FLOOD W/ NO DETENTION.
11. A FOUR (4.0) FOOT SIDEWALK FOUR (4.0) FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE PROVIDED BY EACH LOT OWNER.
12. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER FOR EASEMENT.
13. CLEARANCES FOR WATER METERS: AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO AN RESIDENCE PRIOR TO RECEIVING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
14. ALL CONSTRUCTION TO MEET CITY OF EDINBURG REQUIREMENTS AND STANDARDS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____ DATE: _____

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	RICARDO R. SALINAS JR., PRES. CALEDONIA ESTATES CORP. PHASE I, A TEXAS CORP.	301 N. MAIN, SUITE #6	MCALLEN, TEXAS 78501	(956) 686-1603	(956) 686-1461
OWNER:	ESEQUIEL BAZAN	992 JAY DRIVE NORTH	PALMHURST, TEXAS 78573	(956) 821-2993	NONE
OWNER:	REYES GARCIA, III	508 RAWLINGS	EDINBURG, TEXAS 78542	(956) 457-9894	NONE
OWNER:	SUHAI M. GARCIA	508 RAWLINGS	EDINBURG, TEXAS 78542	(956) 457-9894	NONE
OWNER:	ROSALVA RODRIGUEZ	506 RAWLINGS ST.	EDINBURG, TEXAS 78542	(956) 534-6119	NONE
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	MCALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	MCALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
OWNER:	ELUID LOPEZ – LOPEZ B/C INC.	2027 EAST GRIFFIN PARKWAY	MISSION, TEXAS 78572	NONE	NONE

RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration to Grantor from Aqua Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed. In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following: The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this _____ day of 2014.

_____
DEVELOPER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF RE-SUBDIVISION PLAT OF LOTS 52, 53, 54 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____, 2014.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF **RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

_____ _____
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR DATE

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON OCTOBER 16, 2014. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I, IS LOCATED ON THE NORTHWEST CORNER OF CESAR CHAVEZ ROAD AND CURRY ROAD, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 AS PER THE 2010 CENSUS). RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF EDINBURG, IT IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF EDINBURG UNDER LOCAL GOVERNMENT CODE 42.021. PRECINCT No. 4.

FILED FOR RECORD
IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

RECORDED IN VOLUME _____ PAGE _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

LIENHOLDER'S ACKNOWLEDGEMENT:
STATE OF TEXAS
COUNTY OF HIDALGO

I/WE, THE UNDERSIGNED, HOLDER(S) (OR DULY AUTHORIZED OFFICERS OF THE HOLDER(S)) OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE **RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I**, OF HIDALGO COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT AND DO HEREBY PROVIDE THAT ANY FORECLOSURE RELATING TO THE SECURITY INTEREST OF THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLATTING OF THE PROPERTY AS PROVIDED FOR HEREIN.

FAIRWAY INDEPENDENT MORTGAGE CORPORATION
SECURITY INTEREST HOLDER (LOT 53)

LAUREL A. MEYER, TRUSTEE
FAIRWAY INDEPENDENT MORTGAGE CORPORATION

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY

OF _____, 2014.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMMISSION EXPIRES. _____

LIENHOLDER'S ACKNOWLEDGEMENT:
STATE OF TEXAS
COUNTY OF HIDALGO

I/WE, THE UNDERSIGNED, HOLDER(S) (OR DULY AUTHORIZED OFFICERS OF THE HOLDER(S)) OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE **RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I**, OF HIDALGO COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT AND DO HEREBY PROVIDE THAT ANY FORECLOSURE RELATING TO THE SECURITY INTEREST ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLATTING OF THE PROPERTY AS PROVIDED FOR HEREIN.

MORTGAGE RESEARCH CENTER LLC D/B/A
VETERANS UNITED HOME LOANS
SECURITY INTEREST HOLDER (LOT 54)

GREGG & VALERY, TRUSTEE
MORTGAGE RESEARCH CENTER LLC D/B/A
VETERANS UNITED HOME LOANS

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED THE PERSON OR PERSONS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY

OF _____, 2014.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMMISSION EXPIRES. _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, RICARDO R. SALINAS SR. AND RICARDO R. SALINAS JR, AS OWNER TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS **RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I** HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, WATER WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHTS-OF-WAY HEREIN SHOWN OR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MET AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

OWNER: RICARDO R. SALINAS JR., PRESIDENT
CALEDONIA ESTATES CORPORATION
PHASE I, A TEXAS CORPORATION
301 N. MAIN, SUITE #6
MCALLEN, TEXAS 78501
(OWNER OF LOT 1, LOT 59 AND LOT "B")

OWNER: ESEQUIEL BAZAN
992 JAY DRIVE NORTH
PALMHURST, TEXAS 78573
(OWNER OF LOT 52)

OWNER: REYES GARCIA, III
508 RAWLINGS
EDINBURG, TEXAS 78542
(OWNER OF LOT 53)

OWNER: ELUID LOPEZ
LOPEZ B/C INC.
2027 EAST GRIFFIN PARKWAY
MISSION, TEXAS 78572
(OWNER OF LOT 59)

OWNER: SUHAI GARCIA
508 RAWLINGS
EDINBURG, TEXAS 78542
(OWNER OF LOT 53)

OWNER: ROSALVA RODRIGUEZ
506 RAWLINGS ST.
EDINBURG, TEXAS 78542
(OWNER OF LOT 54)

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED RICARDO R. SALINAS JR. KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2014.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMMISSION EXPIRES. _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ESEQUIEL BAZAN, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2014.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMMISSION EXPIRES. _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED REYES GARCIA III AND SUHAI GARCIA, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2014.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMMISSION EXPIRES. _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ROSALVA RODRIGUEZ, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2014.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
MY COMMISSION EXPIRES. _____

STATE OF TEXAS
CITY OF EDINBURG

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____
CHAIRPERSON, PLANNING AND ZONING COMMISSION

_____
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS **RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I** DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY;

_____
DAVID OMAR SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____
DAVID O. SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS _____ DAY OF _____ A.D. 2014. HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION. IF DESIRED THIS WILL NOT BE AT DISTRICTS EXPENSE.

_____ _____
SECRETARY PRESIDENT

LOCATION MAP SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE – MCALLEN, TEXAS 78501
JOB NUMBER: SP-13-22878
DATE OF SURVEY: JUNE 10, 2013
DATE PREPARED: SEPTEMBER 2, 2014

PLAT SHEET 1 OF 2

METES AND BOUNDS DESCRIPTION
AREA "A" LOT 59-A

BEING A 0.19 ACRE (OR 8,335.64 SQUARE FEET) TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOT 59, CALEDONIA ESTATES SUBDIVISION, PHASE I, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 53, PAGE 52, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, A RECTANGULARLY SHAPED PORTION OF LAND LOCATED BETWEEN THE SOUTH LINE OF SAID LOT 59, THE WEST RIGHT-OF-WAY LINE OF CESAR CHAVEZ ROAD, THE NORTH RIGHT-OF-WAY LINE OF COLORADO STREET AND THE EAST RIGHT-OF-WAY LINE OF OBLATE OUT OF SAID CALEDONIA ESTATES SUBDIVISION, PHASE I; SAID 0.19 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID LOT 59 LOCATED ON THE WEST RIGHT-OF-WAY LINE OF SAID CESAR CHAVEZ ROAD FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 07 DEGREES 46 MINUTES WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 59 AND THE WEST RIGHT-OF-WAY LINE OF SAID CESAR CHAVEZ ROAD, A DISTANCE OF 65.45 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 51 DEGREES 26 MINUTES 30 SECONDS WEST, CONTINUING COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF SAID CESAR CHAVEZ ROAD, A DISTANCE OF 54.94 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID COLORADO STREET FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 80 DEGREES 53 MINUTES WEST, COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID COLORADO STREET, A DISTANCE OF 59.42 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID OBLATE FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 43 DEGREES 14 MINUTES 30 SECONDS WEST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID OBLATE, A DISTANCE OF 23.76 FEET TO A ½ INCH IRON ROD FOUND FOR AN OUTSIDE WESTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, NORTH 05 DEGREES 36 MINUTES EAST, COINCIDENT WITH A WEST LINE OF SAID LOT 59 AND THE EAST RIGHT-OF-WAY LINE OF SAID OBLATE, A DISTANCE OF 7.50 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON A WESTERN LINE OF SAID LOT 59 BEING ON THE BEGINN

RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I

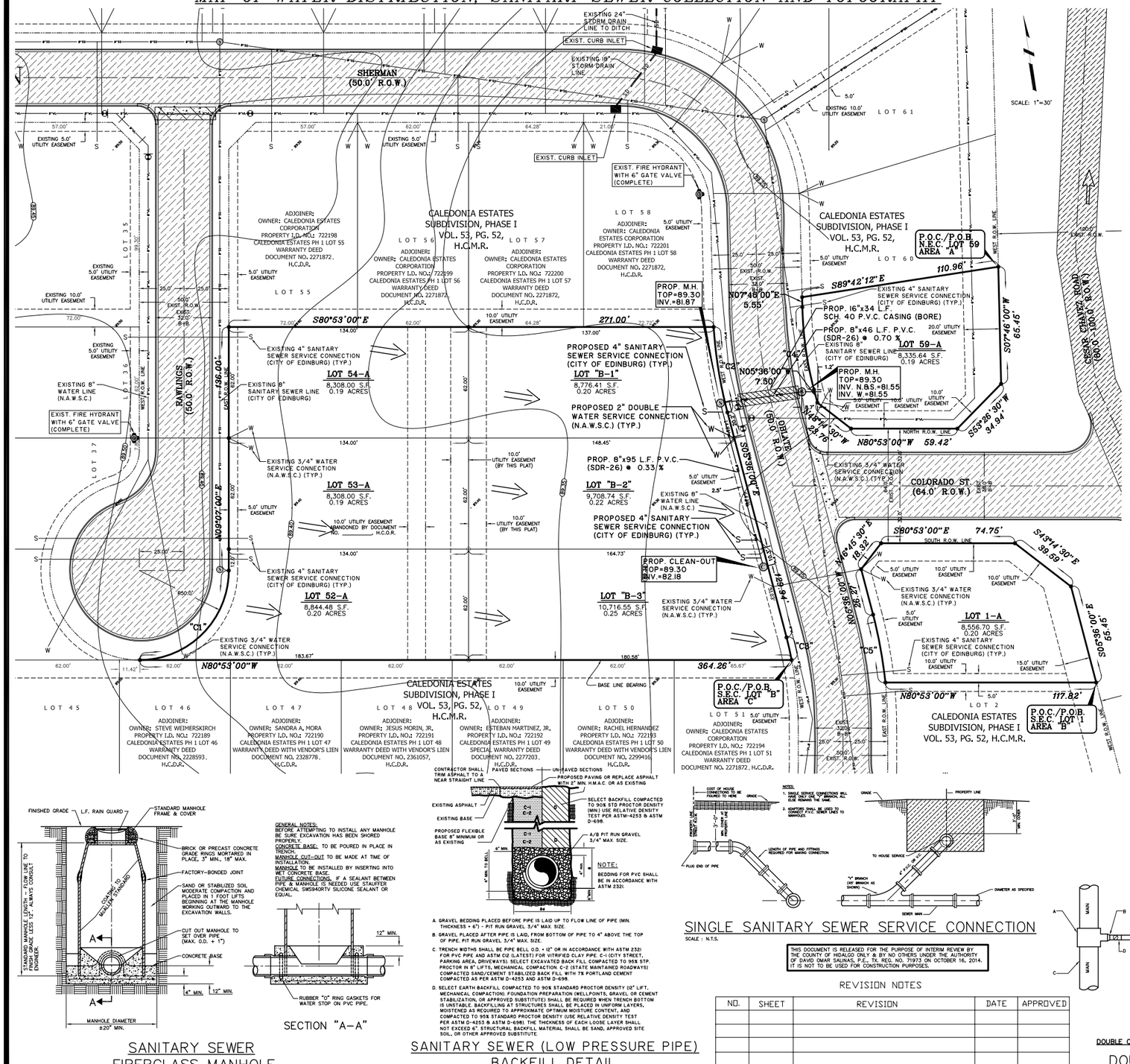
HIDALGO COUNTY, TEXAS

BEING A RE-SUBDIVISION OF THAT CERTAIN 1.64 ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF ALL OF LOTS 1, 52, 53, 54, 59, AND, ALL OF LOT "B," OUT OF CALEDONIA ESTATES SUBDIVISION, PHASE I, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 53, PAGE 52, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

MAP OF WATER DISTRIBUTION, SANITARY SEWER COLLECTION AND TOPOGRAPHY

LEGEND

●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD
R.O.W.	RIGHT OF WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
H.C.M.R.	HIDALGO COUNTY MAP RECORDS
H.C.D.R.	HIDALGO COUNTY DEED RECORDS



FINAL ENGINEERING REPORT FOR RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I:

BY DAVID O. SALINAS, P.E.

RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I WILL BE PROVIDED WITH POTABLE WATER BY NORTH WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING NORTH AND SOUTH ON THE WEST SIDE OF OBLATE ROAD AND AN EXISTING 8" DIAMETER WATERLINE RUNNING NORTH AND SOUTH ON THE WEST SIDE OF RAWLINGS ROAD. THERE IS AN EXISTING WATER SERVICE CONNECTION ON EXISTING LOTS 1, 52, 53, 54, 59 AND ON PROPOSED LOT "B-3".

FROM THE EXISTING 8" DIAMETER WATERLINE ALONG THE WEST SIDE OF OBLATE ROAD, ONE (1) 2" DIAMETER DOUBLE WATER SERVICE CONNECTION LINE RUNS TO LOTS "B-1" AND "B-2" BEFORE SPLITTING INTO TWO 3/4" DIAMETER SERVICE LINES AND CONNECTS TO THE METER BOX OF EACH LOT.

THE DOUBLE SERVICE CONNECTION LINE AND THE METER BOXES WILL BE INSTALLED AT A TOTAL COST OF $800.00 OR $400.00 PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $2,500.00 WHICH COVERS THE $1,250.00 COST PER LOT FOR THE WATER METER (INCLUDING INSTALLATION COSTS AND ALL TAP FEES). THE WATER METER BOXES WILL BE INSTALLED. THE CONTRACTOR WILL NOT INSTALL FIRE HYDRANTS.

UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THE LOTS. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I WILL BE TREATED BY WASTEWATER SERVICE FROM THE CITY OF EDINBURG. THE SUBDIVIDER AND THE CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF EDINBURG HAS PROMISED TO PROVIDE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND THE CITY OF EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

THE CITY OF EDINBURG HAS AN EXISTING 8" DIAMETER SEWER LINE RUNNING ALONG THE EAST SIDE OF OBLATE ROAD AND AN EXISTING 8" DIAMETER SEWER LINE RUNNING ALONG THE EAST SIDE OF RAWLINGS ROAD. THERE IS AN EXISTING 4" SANITARY SEWER SERVICE CONNECTION ON EXISTING LOTS 1, 52, 53, 54 AND 59.

THE WASTEWATER SYSTEM FOR RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I CONSISTS OF A PROPOSED 8" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING 8" DIAMETER SEWER LINE RUNNING ALONG THE EAST SIDE OF OBLATE ROAD WITH A PROPOSED 48" SANITARY SEWER MANHOLE. THIS PROPOSED 8" DIAMETER SEWER LINE THEN RUNS WEST ACROSS OBLATE ROAD APPROXIMATELY 46 FEET AND ENDS WITH A PROPOSED 48" SANITARY SEWER MANHOLE INSIDE AN EXISTING 5.0' UTILITY EASEMENT IN PROPOSED LOT "B-1". FROM THIS PROPOSED 48" SANITARY SEWER MANHOLE ANOTHER PROPOSED 8" DIAMETER SEWER LINE RUNS IN A SOUTHEAST DIRECTION APPROXIMATELY 95 FEET INSIDE SAID 5.0' UTILITY EASEMENT ACROSS THE FRONT OF PROPOSED LOTS "B-1", "B-2" AND "B-3" ENDING WITH A PROPOSED CLEAN-OUT NEAR THE NORTHEAST CORNER OF PROPOSED LOT "B-3". FROM THIS PROPOSED 8" DIAMETER SEWER LINE, THREE (3) 4" DIAMETER SEWER SERVICE LINES RUN TO EACH LOT.

THE 8" DIAMETER SEWER LINES, THE 4" DIAMETER SEWER SERVICE LINES, THE 48" SANITARY SEWER MANHOLES AND CLEAN-OUT HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $14,966.00 OR $4,988.67 PER LOT. IN ADDITION, THE SUBDIVIDER PAID THE CITY OF EDINBURG THE SUM OF $285.00 WHICH COVERS THE $95.00 COST PER LOT. THE ENTIRE WASTEWATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES ARE FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, AND COST A GRAND TOTAL OF $3,300.00 WHICH EQUALS TO $1,650.00 PER LOT.
SEWAGE FACILITIES – THESE FACILITIES ARE FULLY CONSTRUCTED AND COST A GRAND TOTAL OF $15,251.00 WHICH EQUALS TO $5,083.67 PER LOT.

DAVID O. SALINAS
P.E. 71973

DATE

REPORTE FINAL DE INGENERIA PARA RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I:

BY DAVID O. SALINAS, P.E.

LA SUBDIVISION RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO (N.A.W.S.C.). EL DUENO DE LA SUBDIVISION Y LA COMPAÑIA N.A.W.S.C. HAN FIRMADO UN CONTRATO, EN EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. TENDRA QUE PRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE NORTE Y SUR EN EL LADO OESTE DE LA CALLE OBLATE ROAD Y UNA LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE NORTE Y SUR EN EL LADO OESTE DE LA CALLE RAWLINGS ROAD. SE ENCUENTRA UNA LINEA DE SERVICIO DE AGUA EXISTENTE EN LOS LOTES EXISTENTES 1, 52, 53, 54, 59 Y EN LOTE PROPUESTO "B-3".

DE LA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE A LO LARGO DEL LADO OESTE DE LA CALLE OBLATE ROAD, SE DESPRENDE UN (1) SERVICIO DOBLE DE 2 PULGADAS DE DIAMETRO QUE VA HACIA LOS LOTES "B-1" Y "B-2" ANTES DE DIVDIRSE EN DOS LINEAS DE SERVICIO DE 3/4 DE PULGADA LUEGO CONECTANDOSE AL MEDIDOR DE CADA LOTE.

LA LINEA DE SERVICIO DOBLE DE 2 PULGADAS DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES, SERAN INSTALADOS A UN COSTO TOTAL DE US$800.00 O US$400.00 POR LOTE. EL DUENO PAGARA A N.A.W.S.C. LA CANTIDAD DE US$2,500.00 EL CUAL CUBRE EL COSTO POR LOTE DE US$1,250.00 POR LA INSTALACION DE LOS MEDIDORES DE AGUA (INCLUYENDO COSTOS DE LA INSTALACION DE CADA MEDIDOR Y LOS GASTOS DE CONEXION). LAS CAJAS DE LOS MEDIDORES DE AGUA SERAN INSTALADOS. EL CONTRATISTA DE LA SUBDIVISION NO TENDRA QUE INSTALAR HIDRANTES DE AGUA.

CUANDO EL DUENO DEL LOTE SOLICITE UN MEDIDOR, LA COMPANIA N.A.W.S.C. LO INSTALARA SIN COSTO ALGUNO AL DUENO. SE HAN APROBADO LAS INSTALACIONES DE AGUA ENTERAS Y ACEPTADO POR N.A.W.S.C. Y EL DICHO SISTEMA DE DISTRIBUCIÓN ES OPERABLE DESDE LA FECHA DE LA REGISTRACION DEL PLAT.

DRENAJE: Descripcion, Gastos y Fecha de Inicio

LA SUBDIVISION RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I RECIBIRA SU PROVISION DE DRENAJE SANITARIO DE LA CUIDAD DE EDINBURG. EL DUEÑO DE LA SUBDIVISION Y LA CUIDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE DRENAJE SANITARIO POR LOS PROXIMOS 30 AÑOS. LA CUIDAD DE EDINBURG HA PRESENTADO DOCUMENTACION PARA DEMONSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

LA CUIDAD DE EDINBURG TIENE UNA LINEA DE DRENAJE SANITARIO DE 8 PULGADAS DE DIAMETRO EXISTENTE QUE CORRE A LO LARGO DEL LADO ESTE DE LA CALLE OBLATE ROAD Y UNA LINEA DE DRENAJE SANITARIO DE 8 PULGADAS DE DIAMETRO EXISTENTE QUE CORRE A LO LARGO DEL LADO ESTE DE LA CALLE RAWLINGS ROAD. SE ENCUENTRA UNA LINEA DE SERVICIO DE 4 PULGADAS DE DIAMETRO EXISTENTE EN LOS LOTES EXISTENTES 1, 52, 53, 54 Y 59.

EL SISTEMA DE DRENAJE SANITARIO PARA LA SUBDIVISION RE-SUBDIVISION PLAT OF LOTS 1, 52, 53, 54, 59 AND LOT "B", CALEDONIA ESTATES SUBDIVISION, PHASE I CONSISTE DE UNA LINEA DE DRENAJE SANITARIO DE 8 PULGADAS DE DIAMETRO PROPUESTA CONECTANDOSE CON UNA ALCANTARILLA DE 48 PULGADAS DE DIAMETRO HA LA LINEA DE DRENAJE SANITARIO DE 8 PULGADAS EXISTENTE QUE CORRE A LO LARGO DEL LADO ESTE DE LA CALLE OBLATE ROAD. ESTA LINEA DE DRENAJE SANITARIO DE 8 PULGADAS PROPUESTA LUEGO CORRE APROXIMADAMENTE 46 PIES HACIA EL OESTE A TRAVES DE LA CALLE OBLATE ROAD Y TERMINANDO CON UNA ALCANTARILLA DE 48 PULGADAS DE DIAMETRO DENTRO DE UN DERECHO DE PASO EXISTENTE DE 5 PIES EN EL PROPUESTO LOTE "B-1". DE ESTA ALCANTARILLA DE 48 PULGADAS DE DIAMETRO OTRA LINEA DE DRENAJE SANITARIO DE 8 PULGADAS DE DIAMETRO PROPUESTA CORRE HACIA UNA DIRECCION SURESTE APROXIMADAMENTE 95 PIES DENTRO DEL DICHO DERECHO DE PASO DE 5 PIES A TRAVES DEL FRENTE DE LOS PROPUESTOS LOTES "B-1", "B-2" Y "B-3" TERMINANDO CON UN DESAGUE DE ESTIERCOL CERCA DE LA ESQUINA NORESTE DEL PROPUESTO LOTE "B-3". DE ESTA LINEA DE DRENAJE SANITARIO DE 8 PULGADAS DE DIAMETRO PROPUESTA, TRES (3) LINEAS DE SERVICIO DE 4 PULGADAS DE DIAMETRO SERAN EXTENDIDAS HA CADA LOTE.

LAS LINEAS DE DRENAJE SANITARIO DE 8 PULGADAS DE DIAMETRO, LAS LINEAS DE SERVICIO DE 4 PULGADAS DE DIAMETRO, LAS ALCANTARILLAS DE 48 PULGADAS DE DIAMETRO Y EL DESAGUE DE ESTIERCOL HAN SIDO INSTALADOS, HA UN COSTO TOTAL DE $14,068.00 O $4,968.67 POR LOTE. EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A LA CUIDAD DE EDINBURG UN COSTO TOTAL DE $285.00, O $95.00 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO, INCLUYENDO LOS MEDIDORES MECANICOS DE AGUA, A UN COSTO TOTAL DE US$3,300.00 O $1,650.00 POR LOTE.
DRENAJE SANITARIO/SERVICIO DE DRENAJE SANITARIO SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO A UN COSTO TOTAL DE US$15,251.00 O $5,083.67 POR LOTE.

DAVID O. SALINAS
P.E. 71973

FECHA

SITE LOCATION
CURRY RD.
CURVE RD.
CURVE RD.
CURVE

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-28-2014

PROPOSED **COHIBA** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER FIRM: **JAVIER HINOJOSA ENGINEERING** DEVELOPER: **DANIEL ACEVEDO**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **18** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Approximately ½ mile South of the intersection of Mile 8 Road and Iowa Road.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **07-06-12** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **On-site drainage swales located on the rear of each lot.**

DISTANCE TO A DRAIN DITCH: **Approximately 3.2 miles Southeast of the proposed subdivision**

ROAD R.O.W. DEDICATION: **3 feet West of Iowa Road**

H.C.R.O.W. FINAL APPROVAL DATE: **10-08-14** By, **Victor Gallardo** PCT. 3 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **10-08-14** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Isaac Mata**
☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **October 08, 2014**

WATER SERVICE PROVIDER: **AGUA SUD** LINE SIZE: **8"** LOCATION: **East side of Iowa Rd.**

H.C.O.E.C. FINAL APPROVAL DATE: **10-08-14** : By **Martin Ramirez, Environmental Compliance Coordinator**

☒ **LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **APRIL 16, 2013**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of _____.*

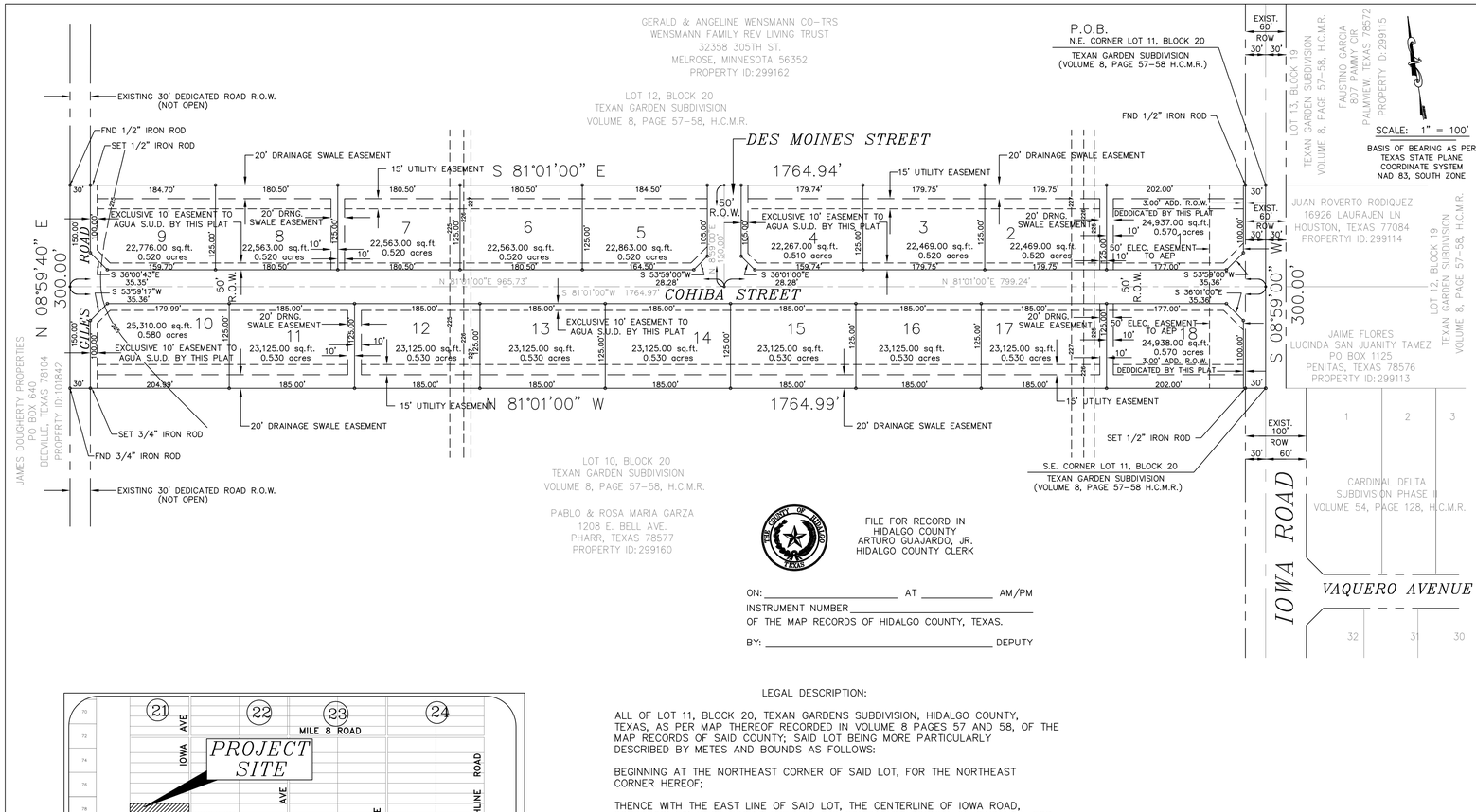
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other departments*

☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.

*



SCALE: 1" = 100'

BASIS OF BEARING AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE

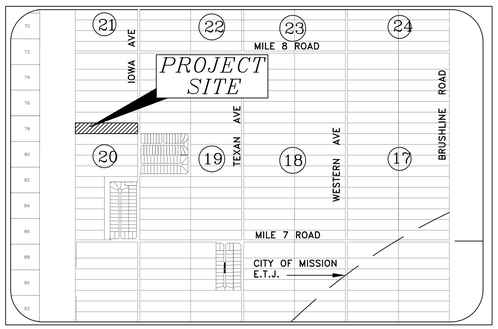
FILE FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

BY: _____ DEPUTY



LOCATION MAP

SCALE: 1" = 2000'

CURVE DATA					
CURVE	DELTA	RADIUS	TANGENT	LENGHT	
"C1"	107°43'35"	50.00'	68.47'	94.01'	80.76'
"C2"	84°32'51"	50.00'	45.45'	73.78'	67.27'

PRINCIPAL CONTACTS:			
NAME	ADDRESS	CITY & ZIP	PHONE # /FAX#
OWNER: DANIEL ACEVEDO	P.O. BOX 1258	MISSION, TX 78573	585-3888/585-3434
ENGINEER: JAVIER HINOJOSA	416 E. DOVE AVENUE	MCALLEN, TX 78504	668-1588/994-8102
SURVEYOR: PABLO PENA III	1001 WHITEWING	MCALLEN, TX 78502	682-8812/631-7362

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

COHIBA SUBDIVISION IS LOCATED IN SOUTHWESTERN PART OF HIDALGO COUNTY PRECINCT No. 3 APPROXIMATELY 1980 FEET SOUTH OF THE INTERSECTION OF MILE 8 ROAD AND IOWA ROAD ON THE WEST SIDE. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION. ACCORDING TO THE OFFICIAL MAP OF THE CITY OF MISSION (POPULATION 77,058) THE PROPERTY LIES APPROXIMATELY 6.4. MILES FROM THE CITY LIMITS AND IS OUTSIDE THE 2 OR 5 MILE EXTRATERRITORIAL JURISDICTION (E.T.J.) UNDER LOCAL GOVERNMENT CODE § 212.001 & 42.021

DATE OF PREPARATION: MAY, 2012 DRAWN BY: J.B.G

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com
TBPE FIRM NUMBER F-1295

LEGAL DESCRIPTION:

ALL OF LOT 11, BLOCK 20, TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 8 PAGES 57 AND 58, OF THE MAP RECORDS OF SAID COUNTY; SAID LOT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT, FOR THE NORTHEAST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID LOT, THE CENTERLINE OF IOWA ROAD, SOUTH 08° 59' WEST 300.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT, FOR THE SOUTHEAST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF SAID LOT, NORTH 81° 01' WEST, AT 30.00 FEET SET A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE EXISTING WEST RIGHT-OF-WAY OF SAID IOWA ROAD, AT 1764.99 FEET IN ALL TO THE SOUTHWEST CORNER OF SAID LOT, WHENCE A FOUND THREE-QUARTER (3/4) INCH DIAMETER IRON PIPE BEARS NORTH 08°59'40" EAST 1.00 FOOT, AND SOUTH 81°01' EAST 1.00 FOOT;

THENCE WITH THE WEST LINE OF SAID LOT, NORTH 08° 59'40" EAST 300.00 FEET TO THE NORTHWEST CORNER OF SAID LOT, WHENCE A ONE-HALF (1/2) INCH DIAMETER IRON ROD BEARS NORTH 08°59'40" EAST 0.40 FEET;

THENCE WITH THE NORTH LINE OF SAID LOT, SOUTH 81° 01 EAST, AT 1734.94 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE WEST RIGHT-OF-WAY OF SAID IOWA ROAD, AT 1764.94 FEET IN ALL TO THE PLACE OF BEGINNING, CONTAINING TWELVE AND FIFTEEN HUNDREDTHS (12.15) ACRES, MORE OR LESS.

SHEET INDEX

SHEET 1
DATE, NORTH ARROW, MAIN SCALE, HEADING, LEGAL DESCRIPTION, E.T.J. AND LOCATION MAP, PRINCIPAL CONTACTS, INDEX, PROPOSED AND EXISTING SUBDIVISION LAYOUTS, METES AND BOUNDS, NOTES, OWNER DEDICATION, CERTIFICATION AND ATTESTATION, NOTARY PUBLIC, SURVEYOR'S CERTIFICATE, ENGINEER'S CERTIFICATE, DRAINAGE DISTRICT DEDICATION, IRRIGATION DISTRICT DEDICATION, COUNTY CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES HIDALGO COUNTY RIGHT OF WAY DEPARTMENT AND THE HIDALGO COUNTY HEALTH DEPARTMENT.

SHEET 2
FINAL ENGINEERING REPORT INCLUDING DESCRIPTION OF THE WATER AND OSSF LAYOUTS, THE ENGINEER'S CERTIFICATION AND THE SUBDIVIDERS CERTIFICATE AND STATEMENT. (ENGLISH AND SPANISH VERSIONS).

SHEET 3
DRAINAGE REPORT INCLUDING THE DESCRIPTION OF DRAINAGE, TOPOGRAPHIC MAP, THE ENGINEER'S DRAINAGE CERTIFICATION AND CONSTRUCTION DETAILS.

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY: _____

HIDALGO COUNTY DRAINAGE DISTRICT No.1

I, FRANK FLORES, GENERAL MANAGER OF THE AGUA SPECIAL UTILITY DISTRICT HEREBY CERTIFY THAT THE AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR COHIBA SUBDIVISION, HIDALGO COUNTY, TEXAS. THE AGUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS. THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA AGUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THE SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

_____
MR. FRANK FLORES, GENERAL MANAGER
AGUA SPECIAL UTILITY DISTRICT

HIDALGO COUNTY IRRIGATION DISTRICT No. 16

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT #16 SUBJECT TO THE CONDITION THAT IF IRRIGATION SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT, AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE _____ DAY OF _____, 2014.

ATTEST: _____ _____
SECRETARY PRESIDENT

SHEET NO. 1 OF 3

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONES "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NO. 480334 0290 D
EFFECTIVE DATE: JUNE, 06, 2000.
THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
FRONT: 25.00 FEET (FRONT IOWA ROAD. 50' SET BACK)
REAR: 35.00 FEET OR GREATER FOR EASEMENT
SIDE: 6.00 FEET OR GREATER FOR EASEMENT
CORNER SIDE: 20.00 FEET OR TO EASEMENT LINE WHICHEVER IS GREATER.
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST STIMPULATE ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIROMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2-18.
4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. BENCHMARK NOTE: ELEVATION = 224.97 POWER POLE LOCATED 42 FEET EAST OF THE SUBDIVISION OF THIS TRACT. (TEXAS STATE PLANE COORDINATE SYSTEM, CAD5-TEXGAR 11-20
6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 38,493 CUBIC FEET (0.88 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: A TOTAL OF APPROXIMATELY 3,700 LINEAR FEET OF DRAINAGE SWALES WILL BE CONSTRUCTED ALONG THE REAR OF ALL THE LOTS FOR A TOTAL DETENTION VOLUME OF 92,500 CUBIC FEET. THE SWALES WILL HAVE A TOP DIMENSION OF 15 FEET AND A BOTTOM DIMENSION OF 5 FEET WITH AN AVERAGE DEPTH OF 2.5 FEET.
7. DRAINAGE SWALEEASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALEEASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALEEASEMENT. LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALEAND EASEMENT.
8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
   D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
   E. "OSSF" PERMIT IS REQUIRED PRIOR OF OCCUPYING A LOT.
9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
10. DANIEL ACEVEDO, THE OWNER & SUBDIVIDER OF COHIBA SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES OR AS REQUIRED BY UTILITY PROVIDER.
14. CENTRAL POWER AND LIGHT CO. IS HEREBY GRANTED AN EASEMENT AND RIGHT-OF-WAY ON EACH LOT IN SAID SUBDIVISION FOR AN UNDERGROUND ELECTRIC SERVICE LATERAL TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE AT THE RIGHT LOCATION WHERE SUCH SERVICE LATERAL IS TO BE OR IS INSTALLED AND MAINTAINED FROM TIME TO TIME.
15. 1/2" DIAMETER IRON RODS SET AT ALL LOT CORNERS. UNLESS OTHERWISE SPECIFIED.
16. NO SIDEWALKS ARE REQUIRED ON THIS PLAT.
17. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS
18. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO IRRIGATION DISTRICT No. 16, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.
19. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE IRRIGATION DISTRICT No. 16.
20. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES OR DRIVEWAY OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE IRRIGATION DISTRICT No. 16. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
21. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT No. 16. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.
22. LOTS 1 & 18 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO IOWA ROAD, UNLESS SAID LOTS IS DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 3 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.
23. A 6' BUFFER SHALL BE REQUIRED WHEN ADJOINING ANY COMERCIAL LOT WHETHER EXISTING OR WHEN SUCH COMERCIAL LOT IS EVIDENT BY LOT OWNER.
24. ALL LOTS IN COHIBA SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN COHIBA SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE AREAS. LOT OWNERS OF COHIBA SUBDIVISION THIER ASSIGNS AND ANY SUBSEQUENT OWNERS OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS, AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING COHIBA SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN COHIBA SUBDIVISIONI, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN COHIBA SUBDIVISION ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIA LRECORDS, HIDALGO COUNTY, TEXAS.

SUBDIVISION PLAT OF COHIBA SUBDIVISION

ALL OF LOT 11, BLOCK 20, TEXAN GARDENS SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 8 PAGES 57 AND 58, OF THE MAP RECORDS OF SAID COUNTY

I, DANIEL ACEVEDO
AS OWNER OF THE 12.15 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED COHIBA SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032, AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARD.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF THE STATE STANDARD.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BY: _____
DANIEL ACEVEDO DATE
P.O. BOX 1258
MISSION, TEXAS 78573

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARD DANIEL ACEVEDO KNOWN TO ME BY THE PEOPLE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 2014 A.D.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §232.028(a)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF COHIBA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON THIS THE _____ DAY _____ , 2014 A.D.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF COHIBA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 2014.

_____ _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF COHIBA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____, 2014.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, JAVIER HINOJOSA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

_____
JAVIER HINOJOSA, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 74808

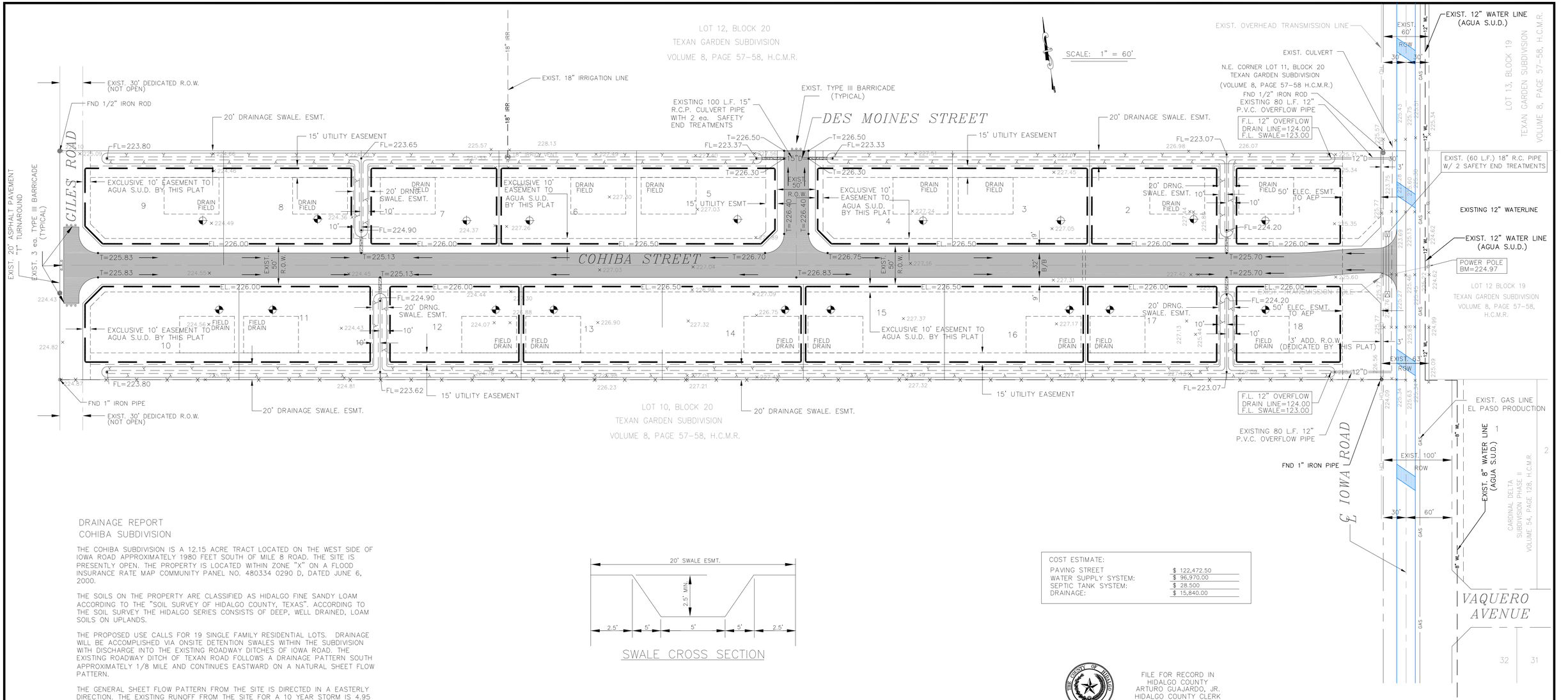
STATE OF TEXAS
COUNTY OF HIDALGO

I, PABLO PENA III, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

_____
PABLO PENA III, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5242
1001 WHITEWING
MCALLEN, TEXAS 78502
(956) 682-8812 DATE SURVEYED: 11-13-05

REVISIONS		

120501



DRAINAGE REPORT
COHIBA SUBDIVISION

THE COHIBA SUBDIVISION IS A 12.15 ACRE TRACT LOCATED ON THE WEST SIDE OF IOWA ROAD APPROXIMATELY 1980 FEET SOUTH OF MILE 8 ROAD. THE SITE IS PRESENTLY OPEN. THE PROPERTY IS LOCATED WITHIN ZONE "X" ON A FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0290 D, DATED JUNE 6, 2000.

THE SOILS ON THE PROPERTY ARE CLASSIFIED AS HIDALGO FINE SANDY LOAM ACCORDING TO THE "SOIL SURVEY OF HIDALGO COUNTY, TEXAS". ACCORDING TO THE SOIL SURVEY THE HIDALGO SERIES CONSISTS OF DEEP, WELL DRAINED, LOAM SOILS ON UPLANDS.

THE PROPOSED USE CALLS FOR 19 SINGLE FAMILY RESIDENTIAL LOTS. DRAINAGE WILL BE ACCOMPLISHED VIA ONSITE DETENTION SWALES WITHIN THE SUBDIVISION WITH DISCHARGE INTO THE EXISTING ROADWAY DITCHES OF IOWA ROAD. THE EXISTING ROADWAY DITCH OF TEXAN ROAD FOLLOWS A DRAINAGE PATTERN SOUTH APPROXIMATELY 1/8 MILE AND CONTINUES EASTWARD ON A NATURAL SHEET FLOW PATTERN.

THE GENERAL SHEET FLOW PATTERN FROM THE SITE IS DIRECTED IN A EASTERLY DIRECTION. THE EXISTING RUNOFF FROM THE SITE FOR A 10 YEAR STORM IS 4.95 CUBIC FEET PER SECOND.

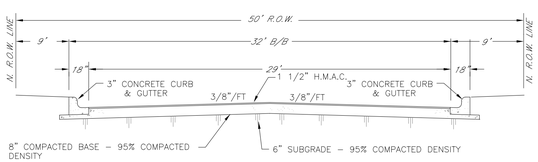
THE PROPOSED DEVELOPMENT WILL INCREASE RUNOFF WITHOUT DETENTION TO A MAXIMUM OF 16.57 CUBIC FEET PER SECOND BASED ON A 10 YEAR STORM. BASED ON THE COUNTY'S POLICY THAT THERE BE NO ADDITIONAL RUNOFF FROM A 10 YEAR STORM, A REQUIREMENT OF 38,493 CUBIC FEET (0.88 ACRE FEET) OF DETENTION IS NECESSARY. THIS DETENTION WILL BE ACCOMPLISHED WITHIN THE DRAINAGE SWALES LOCATED AT THE REAR OF EVERY LOT. THE SUBDIVISION WILL CONSTRUCT APPROXIMATELY 3,760 FEET OF SWALES AT THE REAR OF THE LOTS FOR A TOTAL DETENTION VOLUME OF 92,500 CUBIC FEET. THE PROPOSED SWALES WILL HAVE A TOP DIMENSION OF 15 FEET AND A BOTTOM DIMENSION OF 5 FEET WITH AN AVERAGE DEPTH OF 2.5 FEET.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0290 D (REVISED MAY, 2012) FOR AREAS WITHIN COHIBA SUBDIVISION IS CONTAINED WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION.

JAVIER HINOJOSA, P.E. #74808 _____ DATE _____

SWALE CROSS SECTION



SOIL MAX. SLOPE 1"/FT.
MIN. SLOPE 1/4" FT.

STD STREET CROSS
N.T.S

COST ESTIMATE:	
PAVING STREET	$ 122,472.50
WATER SUPPLY SYSTEM:	$ 96,970.00
SEPTIC TANK SYSTEM:	$ 28,500
DRAINAGE:	$ 15,840.00

THE COUNTY OF HIDALGO TEXAS

FILE FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.
BY: _____ DEPUTY

COHIBA SUBDIVISION

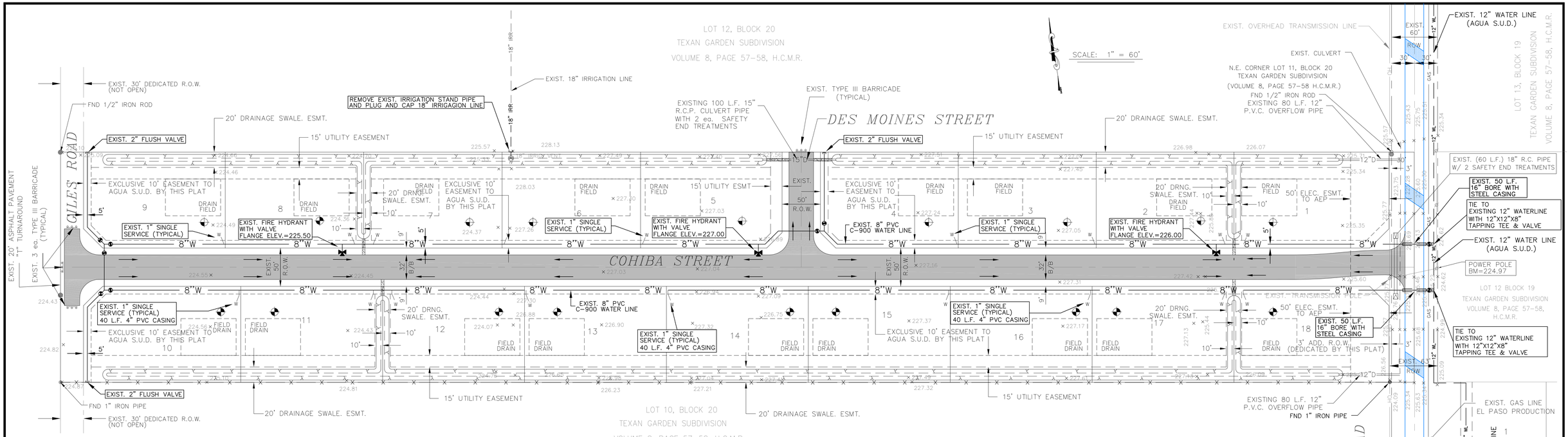
MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAPHIA Y DESAGUE

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com
TBPE FIRM No. F-1295

REVISIONS

SHEET NO. 3 OF 3 SHEETS

120501



FINAL ENGINEERING REPORT FOR SAMANTHA SUBDIVISION

BY JAVIER HINOJOSA, P.E.

WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

COHIBA SUBDIVISION WILL BE PROVIDED WITH PORTABLE WATER BY AGUA (S.U.D.). THE SUBDIVIDER AND AGUA (S.U.D.) HAVE ENTERED INTO A CONTRACT IN WHICH AGUA (S.U.D.) HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST THIRTY YEARS AND AGUA (S.U.D.) HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. AGUA (S.U.D.) HAS AN EXISTING 12" DIAMETER WATER LINE LOCATED ON THE EAST SIDE OF IOWA ROAD. THIS SUBDIVISION WILL TIE ON TO THE EXISTING 12" WATER LINE AND PROPOSED AN 8" WATER LINE THAT WILL EXTEND TO THE WEST END OF THIS SUBDIVISION FOR SERVICE TO THIS SUBDIVISION. EACH LOT IS PROVIDED WITH A 3/4" INCH WATER SERVICE CONNECTING TO THE PROPOSED 8" WATER LINE. A TOTAL OF 3-3/4" SINGLE SERVICE AND 8-3/4" DOUBLE SERVICE LINES CONNECTIONS HAVE BEEN INSTALLED. THE COST FOR INSTALLATION OF THE WATER SERVICES IS A TOTAL OF $96,970.00 THE SUBDIVIDER HAS IN ADDITION PAID TO THE AGUA (S.U.D.). THE SUM OF $81,453.00 WHICH COVERS THE COST PER LOT FOR THE WATER METER (INCLUDING INSTALLATION COSTS, ALL TAP FEES, WATER RIGHTS AND MEMBERSHIP FEES). UPON REQUEST BY THE OWNER OF A LOT, AGUA (S.U.D.). WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY AGUA (S.U.D.) AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATE

SEWAGE FROM COHIBA SUBDIVISION WILL BE TREATED BY INDIVIDUAL ONSITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR REPLACEMENT DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATES A SANDY LOAM SOIL FOR THE AREA. A TOTAL OF 2 SOIL BORING WERE PEFORMED FOR THIS SUBDIVISION. THE SOIL IS UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00 INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF HAVE BEEN INSTALLED AT THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $28,500.00. THE SUBDIVIDOR WILL INCLUDE THE COST OF A SEPTIC SYSTEM IN THE SALES PRICE OF EACH LOT. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED ALL SEPTIC SYSTEMS AND HAS APPROVED THE INSTALATION (DATE OF INSPECTION).

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL THE WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES ARE FULLY CONSTRUCTED UPON FINAL PLAT APPROVAL, EXCEPT FOR INSTALLATION OF WATER METERS, AT A COST OF $ 96,970.00. THE SUBDIVIDER HAS ALSO PAID A TOTAL OF $ 81,453.00 AGUA (S.U.D.) TO COVER THE COSTS OF INSTALLATION OF METERS, WATER RIGHTS, MEMBERSHIPS AND ALL TAP FEES.

SEWAGE FACILITIES – SEPTIC SYSTEMS HAVE BEEN CONSTRUCTED UPON FINAL PLAT APPROVAL BY MEANS OF SEPTIC TANKS AND DRAIN FIELDS AT A COST OF $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL COST OF $24,000.00 FOR THE SUBDIVISION.

JAVIER HINOJOSA, P.E., #74808 DATE

REPORTE DE INGENIERIA DE COHIBA SUBDIVISION

BY: JAVIER HINOJOSA P.E.

ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

COHIBA SUBDIVISION RECIBIRA UNA PROVISION DE AGUA DE LA COMPAÑIA AGUA (S.U.D.). EL DUEÑO DE LA SUBDIVISION Y AGUA (S.U.D.) HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. AGUA (S.U.D.) HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. AGUA (S.U.D.). CUENTA CON UNA LINEA DE AGUA EXISTENTE DE 12" DE DIAMETRO EXISTENTE SE ENCUENTRA AL ESTE DE LA SUBDIVISION SOBRE LA CALLE IOWA. ESTA SUBDIVISION SE CONECTARA A LA LINEA DE AGUA DE 12" Y SE REEMPLAZARA CON UNA LINEA DE AGUA DE 8" Y SERA EXTENDIDA AL OESTE HASTA AL FINAL DE ESTA SUBDIVISION. CADA LOTE ES ABASTECIDO CON UN SERVICIO INDIVIDUAL DE 3/4" AGUA CONECTANDOSE CON LA LINEA DE AGUA PROPUESTA DE 8" DE DIAMETRO. UN TOTAL DE 3 SERVICIOS INDIVIDUALES DE 3/4" Y 8 SERVICIOS DOBLES DE 3/4" PARA ABASTECER A ESTA SUBDIVISION. EL COSTO TOTAL POR INSTALACION Y LOS SERVICIOS DE AGUA ES UN TOTAL DE $ 96,970.00. EL DUEÑO HA PAGADO ADICIONALMENTE A AGUA (S.U.D.). LA SUMA DE $ 81,453.00 LO CUAL CUBRE LOS COSTOS POR LOTE DE LOS MEDIDORES DE AGUA (INCLUYENDO COSTO DE INSTALACION, COSTOS DE CONECCION Y DERECHOS DE AGUA). SOBRE EL REQUERIMIENTO DE EL DUEÑO DEL LOTE, AGUA (S.U.D.). INMEDIATAMENTE INSTALARA SIN CARGO ALGUNO EL MEDIDOR DEL AGUA PARA ESE LOTE. LAS INSTALACIONES COMPLETAS DE AGUA HAN SIDO APROVADAS Y ACEPTADAS POR AGUA (S.U.D.). EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EL LA FECHA, EL LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE SANITARIO: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

EL DRENAJE DE COHIBA SUBDIVISION SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESTAS FOSAS SEPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION PROPUESTA MIDE POR LO MENOS ½ ACRE (21,780 PIES CUADRADOS). SE HICIERON 2 EXCAVACIONES DE EVALUACION EN LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TIPO FINO--ARCILLOSO ARENOSO) Y SE EXTIENDE 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS ABAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR ES $ 1,500.00, INCLUYENDO EL COSTO DEL PERMISO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACION FINAL. A UN COSTO TOTAL DE $28,500.00. LA PERSONA ENCARGADA O EL DUEÑO DE LA SUBDIVISION INCLUIRA EL COSTO DEL SISTEMA SEPTICO EN EL PRECIO DE CADA UNO DE LOS SOLARES. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y HA APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE (FECHA DE INSPECCION).

CERTIFICACION:

CON MI FIRMA CERTIFICO QUE LOS SERVICIOS DE AGUA Y DRENAJE SANITARIO DESCRITOS ANTERIORMENTE, CUMPLAN CON LAS REGLAS MODELO ADOPTADAS BAJO LA SECCION 16.343 DEL CODIGO DE AGUA.

CERTIFICO QUE LOS COSTOS ESTIMADOS DE INSTALACION DE LOS SERVICIOS DE AGUA Y DRENAJE SANITARIO (OSSF). DISCUTIDOS ANTERIORMENTE SON DE LA SIGUIENTE MANERA:

AGUA – EL SISTEMA ESTARA TOTALMENTE CONSTRUIDO DESPUES DE LA APROBACIÓN DEL PLANO FINAL, EXCEPTO LA INSTALACION DE MEDIDORES DE AGUA CON UN COSTO DE $ 96,970.00. LA PERSONA ENCARGADA O DUEÑO DE LA SUBDIVISION DEBERA PAGAR UN TOTAL DE $ 81,453.00 A AGUA (S.U.D.) PARA CUBRIR LOS GASTOS. DE INSTALACION DE MEDIDORES DE AGUA, POR LOS DERECHOS DE AGUA, Y COSTOS DE INSTALACION.

DRENAJE SANITARIO – EL SISTEMA SEPTICO HA SIDO CONSTRUIDO AL AL TIEMPO DE LA APROBACION FINAL CONSISTIENDO EN TANQUES SEPTICOS Y DESAGUES A UN COSTO DE $ 1,500.00 POR LOTE (TODO INCLUIDO), CON UN TOTAL DE $ 24,000.00 POR LA SUBDIVISION.

JAVIER HINOJOSA, P.E., #74808 DATE

SUBDIVIDER CERTIFICATION:

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (A) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

I, DANIEL ACEVEDO, SUBDIVIDER OF COHIBA SUBDIVISION, HEREBY CERTIFY THAT SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

BY: _____

DANIEL ACEVEDO DATE
P.O. BOX 1258
MISSION, TEXAS 78573

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DANIEL ACEVEDO, KNOWN TO MY BY THE PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO MY THAT HE EXECUTED THE SAME PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND DEAL OF OFFICE THIS THE _____ DAY OF _____ 2014.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

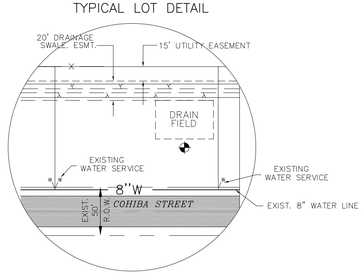
COST ESTIMATE:	
STREET PAVING	$ 122,472.50
WATER SUPPLY SYSTEM:	$ 96,970.00
SEPTIC TANK SYSTEM:	$ 28,500
DRAINAGE:	$ 15,840.00

THE COUNTY OF HIDALGO TEXAS

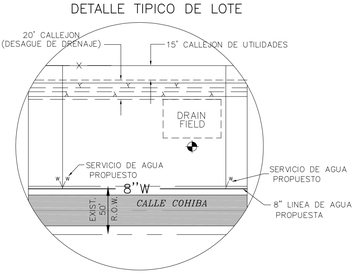
FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.
BY: _____ DEPUTY

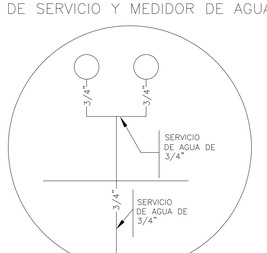
TYPICAL LOT DETAIL



DETALLE TIPICO DE LOTE



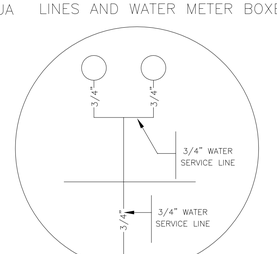
DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDOR DE AGUA



LEGEND

MEDIDOR DE AGUA

TYPICAL DETAIL OF SERVICE LINES AND WATER METER BOXES



LEGEND

WATER METER BOX

LEGEND:

APPROXIMATE LOCATION OF SOIL BORINGS AS PERFORMED BY THE SOILS EVALUATOR.

REVISIONS

COHIBA SUBDIVISION

WATER DISTRUBUTION MAP AND SEWER LAYOUT
MAPA DE DISTRIBUICION DE AGUA Y DRENAJE

SHEET NO. 2 OF 3

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
javhin@rgv.rr.com
TBPE FIRM No. F-1295

120501

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

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

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-28-2014

PROPOSED **SUNFLOWER PARK** SUBDIVISION, PRECINCT No. **4 .**

ENGINEER FIRM: **RAUL E. SESIN, P.E.** DEVELOPER: **HIDALGO COUNTY**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ___☐*SINGLE FAMILY ___☐*MULTI-FAMILY **1** ☒COMMERCIAL ___☐INSTITUTIONAL

LOCATION DESCRIPTION: **Northwest corner Sunflower Road and SH 107.**

SUBDIVISION LIES WITHIN THE: ☒ The rural area of the County

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **07-03-14** PROPERTY LIES WITHIN FLOOD ZONE: **"AH"** AS PER FEMA.

DRAINAGE DESIGN: **On site detention pond**

ROAD R.O.W. DEDICATION: **18.81 feet on to Sunflower Road**

SEWER SYSTEM: ☒SANITARY SEWER BY: **North Alamo Water Supply** LINE SIZE: **6"** LOCATION: **Holmes Rd**

WATER SERVICE PROVIDER: **North Alamo Water Supply Corp** LINE SIZE: **8"** LOCATION: **West Sunflower Rd**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg .**

☐ **Preliminary Approval with Variance Request** *subject comments and future recommendations by planning and other Departments.*

☒ **Final Approval** *subject to recommendations other departments*

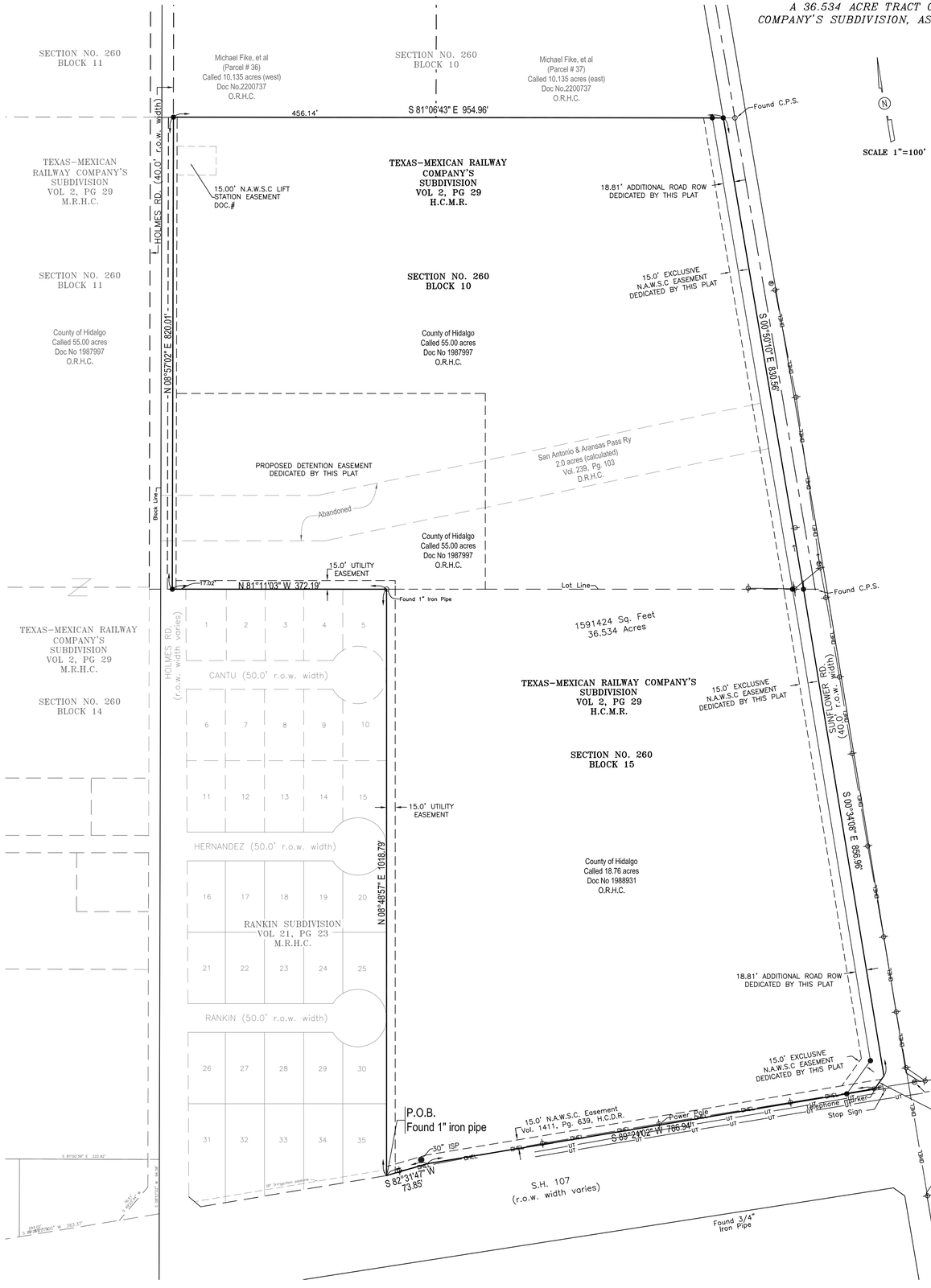
☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

SUNFLOWER PARK SUBDIVISION

A 36.534 ACRE TRACT OF LAND OUT OF BLOCKS 10 AND 15, SECTION NO. 260, OF THE TEXAS–MEXICAN RAILWAY COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 29 OF THE HIDALGO COUNTY MAP RECORDS (M.R.H.C.), TEXAS,



LEGEND

- Power Pole
- Sign/Marker
- Guy Wire
- Irrigation Standpipe
- Telephone Pedestal
- Cotton Picker Spindle
- ISP Irrigation Standpipe
- OHEL Overhead Power
- UT Underground Telephone Line

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS HIDALGO COUNTY PRECINCT No.1 CONSTABLE OFFICE SUBDIVISION TO THE CITY OF WESLACO, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS, AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I WILL CAUSE TO BE INSTALLED THEREON SHOWN OR NOT SHOWN AND REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF WESLACO, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREON OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF WESLACO.

_____
COUNTY OF HIDALGO
RAMON GARCIA, HIDALGO COUNTY JUDGE
PO BOX 1356
EDINBURG, TEXAS 78540–1356

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT. AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____20____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, RAUL E. SESIN, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION ON THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

_____ _____
RAUL E. SESIN – P.E. No.86374 DATE

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PRELIMINARY REVIEW AND COMMENTS UNDER THE AUTHORITY OF RAUL E. SESIN P.E. 86374
05/15/14
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, AND/OR PERMIT PURPOSES.

STATE OF TEXAS · RAUL E. SESIN. · 86374 · REGISTERED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, JUAN M. CASTILLO, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON _____ UNDER MY DIRECTION AND SUPERVISION.

_____ _____
JUAN M. CASTILLO DATE
R.P.L.S. No.6146

STATE OF TEXAS · REGISTERED · JUAN M. CASTILLO · 6146 · PROFESSIONAL LAND SURVEYOR

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No.1 ON THIS THE _____ DAY OF _____ 2014

_____ATTEST:_____
PRESIDENT SECRETARY

NOTE: HIDALGO COUNTY IRRIGATION DISTRICT No.1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON DISTRICT RIGHT–OF–WAYS AND OR EASEMENTS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

BY:_____

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE SUNFLOWER PARK SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

METES AND BOUNDS
36.534 ACRE TRACT

BEING A 36.534 ACRE (1,591,424 S.F.) TRACT OF LAND OUT OF BLOCKS 10 AND 15, SECTION NO. 260, OF THE TEXAS–MEXICAN RAILWAY COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 29 OF THE HIDALGO COUNTY MAP RECORDS (M.R.H.C.), TEXAS, BEING OUT OF THAT CERTAIN CALLED 55.00 ACRE TRACT CONVEYED TO THE COUNTY OF HIDALGO AS RECORDED IN DOCUMENT NO. 1987997, OF THE OFFICIAL RECORDS HIDALGO COUNTY (O.R.H.C.), TEXAS AND ALSO BEING OUT OF THAT CALLED 18.76 ACRE TRACT CONVEYED TO THE COUNTY OF HIDALGO AS RECORDED IN DOCUMENT NO. 1988931 (O.R.H.C.), TEXAS, SAID 36.534 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1–INCH IRON PIPE FOUND AT THE INTERSECTION OF THE EXISTING NORTH RIGHT OF WAY LINE OF SH 107 (RIGHT OF WAY WIDTH VARIES), WITH THE EAST LINE OF THE RANKIN SUBDIVISION, AS RECORDED VOLUME 21, PAGE 23 (M.R.H.C.), TEXAS;

THENCE, NORTH 08°48'57" EAST, ALONG THE COMMON LINE OF SAID 18.76 ACRE TRACT, SAID RANKIN SUBDIVISION, A DISTANCE OF 1018.79 FEET TO A 1–INCH IRON PIPE FOUND AT THE COMMON CORNER OF SAID 55.00 ACRE TRACT, 18.76 ACRE TRACT AND THE NORTHEAST CORNER OF SAID RANKIN SUBDIVISION, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 81°11'03" WEST, ALONG THE NORTH LINE OF SAID RANKIN SUBDIVISION, A DISTANCE OF 372.19 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "DLS BOUNDARY MARKER" SET ON THE EXISTING EAST RIGHT OF WAY LINE OF HOLMES ROAD (40.0' RIGHT OF WAY WIDTH), FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 08°57'02" EAST, ALONG THE EXISTING EAST RIGHT OF WAY LINE OF SAID HOLMES ROAD, A DISTANCE OF 820.01 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "DLS BOUNDARY MARKER" SET AT THE COMMON CORNER OF THAT CERTAIN CALLED 10.135 ACRE TRACT (PARCEL # 36) CONVEYED TO MICHAEL FIKE ET AL, AS RECORDED IN DOCUMENT NO. 2200737 (O.R.H.C.), TEXAS, AND SAID 55.00 ACRE TRACT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 81°06'43" EAST, ALONG THE COMMON LINE OF SAID 10.135 (WEST) ACRE TRACT AND SAID 55.00 ACRE TRACT, AT DISTANCE OF 456.14 FEET PASS THE COMMON CORNER OF SAID 10.135 (WEST) ACRE TRACT AND THAT CERTAIN CALLED 10.135 (EAST) PARCEL # 37 ACRE TRACT, CONVEYED TO MICHAEL, ET AL AS RECORDED IN DOCUMENT NO 2200737 (O.R.H.C.), TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 954.96 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "DLS BOUNDARY MARKER" SET ON THE EXISTING WEST RIGHT OF WAY LINE OF SAID SUNFLOWER ROAD (40.0' RIGHT OF WAY WIDTH), FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 00°50'10" EAST, ALONG THE EXISTING WEST RIGHT OF WAY LINE OF SAID SUNFLOWER ROAD, A DISTANCE OF 830.56 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "DLS BOUNDARY MARKER" SET AT THE COMMON CORNER OF SAID 55.00 ACRE TRACT AND SAID 18.76 ACRE TRACT, TO A 1/2 INCH IRON ROD FOUND ON THE EXISTING WEST RIGHT OF WAY LINE OF SAID SUNFLOWER ROAD (40.0' RIGHT OF WAY WIDTH), FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 00°34'08" EAST, ALONG THE EXISTING WEST RIGHT OF WAY LINE OF SAID SUNFLOWER ROAD, A DISTANCE OF 856.96 FEET TO TO A 1/2 INCH IRON ROD FOUND ON THE EXISTING NORTH RIGHT OF WAY LINE OF SAID SH 107, FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 44°23'19" WEST, ALONG THE EXISTING NORTH RIGHT OF WAY LINE OF SAID SH 107, A DISTANCE OF 28.49 FEET TO A 1/2 INCH IRON ROD FOUND, FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 89°21'02" WEST, ALONG THE EXISTING NORTH RIGHT OF WAY LINE OF SAID SH 107, A DISTANCE OF 786.94 FEET TO A 1/2 INCH IRON ROD FOUND, FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 82°31'47" WEST, CONTINUING ALONG THE EXISTING NORTH RIGHT OF WAY LINE OF SAID SH 107, A DISTANCE OF 73.85 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, SAID TRACT CONTAINS 36.534 ACRES (1,591,424 S.F.), MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR"WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEROF BEING THE PIPLENE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCTION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS, THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE–DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS____ DAY OF

_____ 20____.

_____
COUNTY OF HIDALGO
RAMON GARCIA, HIDALGO COUNTY JUDGE
PO BOX 1356
EDINBURG, TEXAS 78540–1356

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" & "X"(SHADED)

ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN
COMMUNITY–PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN. COMMUNITY–PANEL NO. 480334 0325 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN.

2. SETBACKS:
FRONT SETBACK FRONTING SUNFLOWER ROAD: 40.00 FEET.
FRONT SETBACK FRONTING S.H. 107: 50.00 FEET
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: 20.00 FEET

3. GENERAL NOTE FOR COMMERCIAL LOTS:
LOTS 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQRUIED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
--->B.M. NO. 1–ELEV. 202.50 N.G.V.D. 29 DESCRIPTIONS: 2'X2' CONCRETE SLAB SET APPROXIMATELY 10.00 FEET FROM THE SOUTH EAST CORNER OF LOT 48 OF THIS SUBDIVISION.
--->B.M. NO. 2–ELEV. 200.55 N.G.V.D. 29 DESCRIPTIONS: COTTON PICKER SPINDLE LOCATED AT MILE 8 WEST RD AND FM 1981 (HOYLE RD) INTERSECTION.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 78.888 CUBIC–FEET 1.81 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.)

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

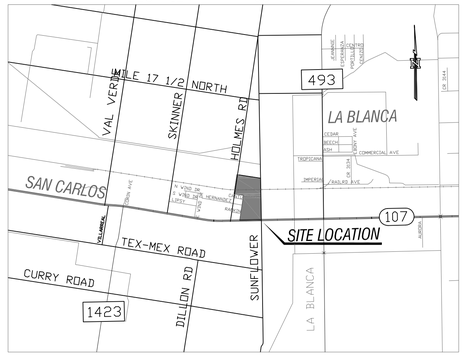
9. AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

11. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR THIS CALCULATION OF THIS SUBDIVISION.

12. REGIONAL DRAINAGE FACILITY (RDF) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO HCDD No. 1 AS SHOWN ON THE PLAT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH COUNTY AND HCDD No. 1 SPECIFICATION. HCDD No. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID RDF. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN THE RDF EASEMENT.

LOCATION MAP SCALE:1"=3000'



HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318–2840 ★ FAX: (956) 318–2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

Dos Land Surveying
1002 E. Expressway 83 Ph (956)969-4183
Weslaco, TX 78596 Fax (956)447-8194

AI-47024 **Precinct #4 20. A.**

CC - REGULAR

Meeting Date: 10/28/2014

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

Department: COMM. PCT. #4

Information

CAPTION

Pct. 4- Misc. Reimbursements (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for the Faysville Drain Project.

2. Approval of 2014 appropriation of funds for the Faysville Drain Project in the amount of $150,006.81 for pay period 3 - Pay period 12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:

Funds available as of 10/23/14
Receipt No. 180213

Revenue account: 4-1200-341-50-124-004-0-000

Attachments

Faysville
COR request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2014 02:19 PM
Manuel Chapa	Manuel Chapa	10/24/2014 04:30 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Veronica Lopez Started On: 10/16/2014 12:22 PM

Final Approval Date: 10/24/2014

DATE: October 23, 2014

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Pct. #4 Rd. Maint.

2014
Appropriation

AI- 47024

ACCOUNT NUMBER: 4-1200-431-00-124-007-0-890

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

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
4-1200-431-00-124-007-0-890	PCT4 Rd Maint- Other	$150,006.81
4-1200-341-50-124-004-0-000	R&B Pct. 4- DD#1 Faysville Drain Proj.	$150,006.81
	TOTAL BUDGET INCREASE (DECREASE)	**$150,006.81**

REASON: Appropriation of funds for Pct 4 Faysville Drain project (PP3 - PP12).

DEPARTMENT HEAD SIGNATURE

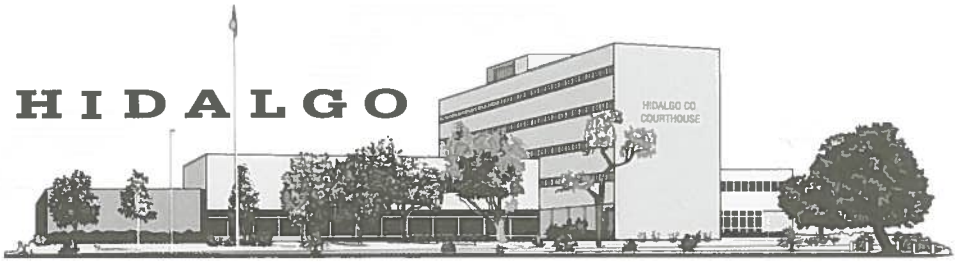
APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

JOSEPH PALACIOS
1051 N . DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3312
FAX: (956) 381-5905



COUNTY COMMISIONER, PCT. NO. 4

Memorandum

To: **Ray Eufracio, CPA, County Auditor**

From: **Joseph Palacios, County Commissioner, Pct. No. 4**

Date: **Thursday, October 16, 2014**

Subject: **Pct. 4 Faysville Drain Project Reimbursement - Certification of Revenues**

Cc: **Linda Fong, 1st Assistant County Auditor**
Becky Luna, Director of Accounting

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to account # 4-1200-341-50-124-004-0-000, Receipt No. 180213 for the Faysville Drain Project Reimbursement (PP 3 – PP 12) 2014.

The total amount requested is $150,006.81.

The agenda item to approve the Certification of Revenues and appropriation is AI- 47024 CC date 10/28/14.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 383-3112 ext. 4019.

NOTICE TO CASHIER: BE SURE WATERMARK IS ON REVERSE SIDE BEFORE CASHING

HCDD#1

HIDALGO COUNTY DRAINAGE DISTRICT #1

902 N. DOOLITTLE
EDINBURG, TEXAS 78542

GENERAL FUND

LONE STAR NATIONAL BANK
MEMBER FDIC
88-1168/1149

No. 018602

Check Date	Check No.	Amount
10/14/14	000016536	$150,006.81

VOID AFTER 90 DAYS

was allowed by the Board of Directors of Hidalgo County, Texas at its term meeting indicated above and to be paid out of the General Fund

PAY

******One Hundred Fifty Thousand Six and 81/100 Dollars**

TO THE ORDER OF HIDALGO COUNTY PCT. NO. 4
C/O JOSEPH PALACIOS
1102 N. DOOLITTLE RD.
EDINBURG, TX 78542

Pay the above stated amount to the order of the payee named.

Norma G. Garcia — COUNTY TREASURER

Lora Brown — FINANCIAL OFFICER

⑈000016536⑈ ⑆114911687⑆ ⑈7015841⑈

Payee HIDALGO COUNTY PCT. NO. 4 — 000016536

Account #: — 10/14/2014

Invoice	Description	Amount
09-22-2014-FAYSV...	FAYSVILLE DRAIN PROJECT REIMBURSEMENT (PP.3 TO PP.12) 2014	$150,006.81

RECEIVED
OCT 2014
HAB

Total : $150,006.81

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 180213

Received From: DRAINAGE DISTRICT #1 PCT. 4 Date 10/16/14

1	018602	FAYSVILLE DRAIN PROJ. REIMB. 2014	4-1200-341-50-124-004-0-000	150,006.81

Total: 150,006.81

Check Total	150,006.81
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-47140 **Budget and Management 21. A.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Sergio Cruz **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Discussion, consideration and approval to establish a change fund in accordance with Texas Local Government Code Section 130.902 at each of the four Precinct Administrative Offices in the amount of $100.00 each for Hidalgo County Sanitation Permits after all County Auditor requirements are completed.
2. Discussion, consideration and approval to authorize the sale of Hidalgo County Sanitation Permits in the month of December to be effective 01/01/2015.

BACKGROUND

A. Change fund is being requested to facilitate the disbursement of change to residents upon the purchase of a Hidalgo County Sanitation Permit at one of the 4 Precinct Administrative Offices. Letter from the 4 Precincts requesting the change funds are attached. The change fund will be split between (2) cashiers.
B. Prior CC court action on agenda item #45694 approved the collection of the $25.00 permit fee to be effective January 01, 2015. This action is seeking to allow county residents the ability to purchase sanitation permits prior to January 01, 2015.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

To establish a change fund

Attachments

Pct. 1 - Pct. 4 Change Fund Request Letters

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	10/24/2014 11:42 AM
Budget & Management	Veronica Ortiz	10/24/2014 11:54 AM
Manuel Chapa	Manuel Chapa	10/24/2014 04:54 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Sylvia Solis Started On: 10/24/2014 08:38 AM

Final Approval Date: 10/24/2014

October 17, 2014

Mr. Raymundo Eufracio
Hidalgo County Auditor
Edinburg, Texas 78539

Re: New Sanitation Permit Fee Program - Change Fund Request

Mr. Eufracio,

On July 29, 2014, Commissioners' Court approved the creation of a Solid Waste Disposal Program and the assessment of a $25.00 permit fee valid for 90 days for rural and unincorporated residents of Hidalgo County. The new permit system that will allow Hidalgo County rural residents access to dispose at any of the thirteen (13) Hidalgo County Citizen Collection Stations.

Effective, November 01, 2014, the Precinct No. 1 Administrative Office located at 1902 Joe Stephens Ave, Suite 101, Weslaco, Texas will be accepting payments for this new sanitation permit. Therefore, the Precinct No. 1 Office is requesting a change fund in the amount of $100.00. The change fund will be split, $50.00 for employee Danny Rodriguez, the primary cashier at this location and $50.00 for employee Patricia Balli, the relief cashier.

The money will be safeguarded by locked bank money bags, which will be kept in a locked box. Please issue a check payable to:

Hidalgo County Precinct No. 1
Attn: Katia Garcia

Should you have any questions or concerns please contact me at your earliest convenience.

Regards,

Raul Lozano
Chief Administrator, Precinct No.1
County of Hidalgo, Texas

Hector "Tito" Palacios
Hidalgo County Commissioner

Office: (956) 787-1891
Fax: (956) 787-4683

Precinct No. 2
300 W. Hall Acres Suite G
Pharr, TX 78577
www.co.hidalgo.tx.us

October 20, 2014

Mr. Raymundo Eufracio
Hidalgo County Auditor
Edinburg, Texas 78539

Re: New Sanitation Permit Fee Program - Change Fund Request

Mr. Eufracio,

On July 29, 2014, Commissioners' Court approved the creation of a Solid Waste Disposal Program and the assessment of a $25.00 permit fee valid for 90 days for rural and unincorporated residents of Hidalgo County. The new permit system that will allow Hidalgo County rural residents access to dispose at any of the thirteen (13) Hidalgo County Citizen Collection Stations.

Effective, November 01, 2014, the Precinct No. 2 Administrative Office located at 300 W. Hall Acres Suite G, Pharr, Texas will be accepting payments for this new sanitation permit. Therefore, the Precinct No. 2 Office is requesting a change fund in the amount of $100.00. The change fund will be split, $50.00 for employee Angela Garcia, the primary cashier at this location and $50.00 for employee Erika Zamora, the relief cashier.

The money will be safeguarded by locked bank money bags, which will be kept in a locked box. Please issue a check payable to:

Hidalgo County Precinct No. 2
Attn: Erika Zamora

Should you have any questions or concerns please contact me at your earliest convenience.

Regards,

Raul Silguero, Jr.
Chief Administrator, Precinct No. 2
County of Hidalgo, Texas

Joe M. Flores
Hidalgo County Commissioner

Office: (956) 585-4509
Fax: (956) 585-2375

Precinct No. 3
724 North Breyfogle
P.O. Box 607
Mission, TX 78574
www.co.hidalgo.tx.us

October 21, 2014

Mr. Raymundo Eufracio
Hidalgo County Auditor
Edinburg, Texas 78539

Re: New Sanitation Permit Fee Program - Change Fund Request

Mr. Eufracio,

On July 29, 2014, Commissioners' Court approved the creation of a Solid Waste Disposal Program and the assessment of a $25.00 permit fee valid for 90 days for rural and unincorporated residents of Hidalgo County. The new permit system that will allow Hidalgo County rural residents access to dispose at any of the thirteen (13) Hidalgo County Citizen Collection Stations.

Effective, November 01, 2014, the Precinct No. 3 Administrative Office located at 724 North Breyfogle, Mission, Texas will be accepting payments for this new sanitation permit. Therefore, the Precinct No. 3 Office is requesting a change fund in the amount of $100.00. The change fund will be split, $50.00 for employee Denise Sandoval, the primary cashier at this location and $50.00 for employee Lyzette Ochoa, the relief cashier. In their absence, the change will be utilized by Dr. Mona Parras.

The money will be safeguarded by locked bank money bags, which will be kept in a locked box. Please issue a check payable to:

Hidalgo County Precinct No. 3
Attn: Dr. Mona Parras

Should you have any questions or concerns please contact me at your earliest convenience.

Regards,

Dr. Mona Parras
Chief Administrator Precinct No. 3
County of Hidalgo, Texas

Joseph Palacios
Hidalgo County Commissioner

Office: (956) 383-3112
Fax: (956) 381-5905

Precinct No. 4
1051 N. Doolittle
Edinburg, TX 78542
www.co.hidalgo.tx.us

October 17, 2014

Mr. Raymundo Eufracio
Hidalgo County Auditor
Edinburg, Texas 78539

Re: New Sanitation Permit Fee Program - Change Fund Request

Mr. Eufracio,

On July 29, 2014, Commissioners' Court approved the creation of a Solid Waste Disposal Program and the assessment of a $25.00 permit fee valid for 90 days for rural and unincorporated residents of Hidalgo County. The new permit system that will allow Hidalgo County rural residents access to dispose at any of the thirteen (13) Hidalgo County Citizen Collection Stations.

Effective, November 01, 2014, the Precinct No. 4 Administrative Office located at 1051 N. Doolittle Rd., Edinburg, Texas will be accepting payments for this new sanitation permit. Therefore, the Precinct No. 4 Office is requesting a change fund in the amount of $100.00. The change fund will be split, $50.00 for employee Victor Salazar, the primary cashier at this location and $50.00 for employee Antonia Mata, the relief cashier.

The money will be safeguarded by locked bank money bags, which will be kept in a locked box. Please issue a check payable to:

Hidalgo County Precinct No. 4
Attn: Veronica Lopez

Should you have any questions or concerns please contact me at your earliest convenience.

Regards,

Joseph Palacios
Hidalgo County Commissioner Precinct No. 4
County of Hidalgo, Texas

AI-47098 **Budget and Management 21. B.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Michael Leo/Rey **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

JB-Juvenile Accountability Incentive Block Grant -JAIBG (1286):
1. Approval to accept the FY 2015 JAIBG "Early Intervention Counseling Program" Grant (Number 2452904) in the amount of $17,516.00 for the period of 9/1/14 to 8/31/15.
2. Approval of certification of revenues as certified by County Auditor for the FY 2015 JAIBG "Early Intervention Counseling Program" grant.
3. Approval to appropriate the FY 2015 JAIBG "Early Intervention Counseling Program" grant funds in the amount of $17,516.00 for the period of 9/1/14 to 8/31/15 and local match in the amount of $1,946.55.

BACKGROUND

Approval to apply: AI# 42607 1-21-14
Grant# 2452904

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** 4-1286-423-00-330-005-5-331

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

BUDGETARY IMPACT:

Appropriation for FY 2015 JAIBG "Early Intervention Counseling Program" (1286) in the amount of $19,462.55

Expenditure Account: 4-1286-423-00-330-005-5-331 CJD JAIBG-PHYSICIAN SERVICES

Revenue Account: 4-1286-331-12-330-005-5-000 CJD JAIBG-REVENUE
4-1286-391-01-000-100-5-000 TRANSFERS IN-GENERAL FUND (Local Match)

County calendar/ fiscal year: 2014
Grant calendar/ fiscal year: 2015
Grant period 09/01/2014 to 08/31/2015

Attachments

Award
letter
request for certification of revenues
appropriation

Form Review

Inbox	Reviewed By	Date

Manuel Chapa (Originator)	Manuel Chapa	10/23/2014 08:42 AM
Budget & Management	Veronica Ortiz	10/23/2014 02:20 PM
Rosalinda Cantu	Rosie Cantu	10/24/2014 02:56 PM
Budget & Management	Veronica Ortiz	10/24/2014 03:37 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Manuel Chapa Started On: 10/22/2014

Final Approval Date: 10/24/2014

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2452904	**Award Amount:**	$17,516.00
Date Awarded:	October 13, 2014	**Grantee Cash Match:**	$1,946.55
Program Fund:	JB-Juvenile Accountability Incentive Block Grants	**Grantee In Kind Match:**	$0.00
CFDA:	16.523 - Juvenile Accountability Incentive Block G	**Total Project Cost:**	$19,462.55
Grantee Name:	Hidalgo County		
Project Title:	Early Intervention Counseling Program		
Grant Period:	09/01/2014 - 08/31/2015		
Liquidation Date:	11/29/2015		
Grant Manager:	Marta Salinas		

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

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
EEOP Certification: Effective September 25, 2014 CJD posted revised content related to Equal Employment Opportunity Plan (EEOP). A Type I entity should review the updated content online in eGrants, and if applicable, download the EEOP Certification Form available here. Contact the eGrants help desk at eGrants@governor.state.tx.us for further assistance.	10/14/2014		☐	☐

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.governor.state.tx.us and go to the 'My Home' tab. In the 'Current Status' column, locate the application that is in 'Pending AO Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program

Christopher Burnett
Executive Director

DATE: October 17, 2014

DEPARTMENT HEAD: Israel "Buddy" Silva, Jr.

DEPARTMENT NAME: JUDGE MARIO E. RAMIREZ, JR., JUVENILE JUSTICE CENTER

ACCOUNT NUMBER: Expenditure: 4-1286-423-00-330-005-5-XXX
Revenue: 4-1286-334-10-330-005-5-000

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

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666b:

INCREASE OBJECT NUMBER(S)								ACCOUNT (OBJECT) NAME	AMOUNT
4-	1286-	423-	00-	330-	005-	5-	331	CJD JAIBG-Physician Services	19,462.55
4-	1286-	331-	12-	330-	005-	5-	000	CJD JAIBG-Revenues	17,516.00
4-	1286-	391-	01-	000	100-	5-	000	Transfers In-General Fund	1,946.55
								TOTAL REVENUES	19,462.55
								TOTAL BUDGET INCREACE(DECREASE)	19,462.55

REASON:
To appropriate the Judge Mario E. Ramirez Jr. Juvenile Justice Center-Juvenile Probation Department-FY 2015 JAIBG "Early Intervention Counseling Program" Grant JB-12-XXX-24529-04 in the amout of $17,516.00 and Local Match is $1,946.55, for a total of $19,462.55 for the period of 09/01/2014 to 08/31/2015.

Israel "Buddy" Silva, Jr. Director DATE
Chief Juvenile Probation Officer

Approved by Commissioners' Court Date

Attested by County Clerk Date:

AI-47072 **Budget and Management 21. C.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Sergio Cruz **Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and approval of the VINE Maintenance plan

BACKGROUND

Pursuant to Section 3.2 of the SAVNS Maintenance grant contract between the Office of the Attorney General (OAG) and Hidalgo County, the County is required to establish and follow a "Maintenance Plan."

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact; approval of maintenance plan

Attachments

plan

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	10/24/2014 02:35 PM
Budget & Management	Veronica Ortiz	10/24/2014 03:32 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Manuel Chapa Started On: 10/21/2014 11:45 AM

Final Approval Date: 10/24/2014

Hidalgo County
10-28-14

SAVNS/VINE Maintenance Plan

PURPOSE

This Procedure guides the operation and maintenance of the Hidalgo County SAVNS/VINE system and is to be incorporated in official grant documents affecting the SAVNS/VINE System.

BACKGROUND

"SAVNS" is an acronym for statewide Automated Victim Notification Service and is a statewide service that is funded through a legislative appropriation to the Office of the Attorney General. "VINE" is an acronym for Victim Information and Notification Everyday. SAVNS/VINE is a telephone service that allows victims to learn about the custody status and court proceedings involving an offender after booking into a county jail. Victims obtain free telephone and email notifications by registering through a toll-free number or the internet. The service is open to the **general public** and requires only that an individual provide an inmate's full name or jail-assigned identification number to receive notifications. The toll-free SAVNS/VINE registration number is 877-TX4-VINE (877-894-8463). The web address to register via the internet is www.vinelink.com. VINELink can also be accessed through the Sheriff Office's web site at www.co.hidalgo.tx.us Information regarding the SAVNS/VINE service is also available via links on the Sheriff's Office web site.

Hidalgo County's participation in SAVNS/VINE is made possible through a grant from the Office of the Attorney General (OAG), which funds the program statewide. The county contracts separately with the Office of the Attorney General and the program developer, Appriss, Inc. of Louisville, Ky., to implement maintain the program.

The Hidalgo County Commissioner's Court authorized participation in SAVNS/VINE on 9-2-04. Following installation of *Tyler Technologies CJIS Legacy* management and records management software that included a SAVNS/VINE component, SAVNS/VINE became operational 10-22-04.

MAINTENANCE PLAN (Jail only example)

SAVNS/VINE implementation in Hidalgo County required the acquisition of inmate data via *Tyler Technologies CJIS Legacy.* SAVNS/VINE is a subset of the *Tyler Technologies CJIS Legacy* used by the Hidalgo County Sheriff's Office. The vendor (Appriss) has installed a SAVNS/VINE PC which is connected to their own dedicated analog telephone line. The SAVNS/VINE PC connects to the Appriss Call Center frequently, even if there is no data to send, to ensure that the communications path is available around the clock, 7 days a week.

The SAVNS/VINE PC is located in the Hidalgo County Courthouse at 100 N. Closner, Blvd. in Edinburg, Texas.

There are procedures in place to ensure that any disruption of service is identified on a timely basis to minimize the impact to service. Information Technology Department management or designee, will notify the SAVNS/VINE Coordinator and/or the Appriss Operations Service Center, when there is to be any schedule network downtime. Downtime includes backups, network upgrades, etc. that might impact the performance of the SAVNS/VINE system. Appriss may be notified of issues directly by Information Technology Department management personnel after hours or weekends, but always by email copy to the SAVNS/VINE Coordinator for follow up. This procedure is the same for any problems discovered by Information Technology Department management personnel concerning the Appriss equipment; such as, hardware failure.

Offender custody data used by the SAVNS/VINE service is entered by the Sheriff's Office Corrections personnel. All arrested offenders accepted by the Hidalgo County Jail go through a booking process prior to their detainment or to their release. Sheriff's Office Corrections personnel calculate the expected time of release and enter it on the individual's record. The offender has to be released completely from the System before physically leaving the Jail.

The Jail Booking phone is attached to an emergency power system. If a power failure occurred, a backup battery system would automatically come on and stay on until the emergency generator activated, at which time the battery system would shut down. The Battery System will last up to four (4) hours, but the Emergency Generator should come on in two minutes.

SYSTEM ACCESS

SAVNS/VINE services are available to any person who calls the toll-free number and can supply an inmate name or I.D. number. Users can also register via the internet through VINELink at www.vinelink.com An added feature of the SAVNS/VINE system is VINEWatch, a secure website designed to give criminal justice personnel and victim advocates the ability to register people for notification of changes in offender custody status and court events. This site is accessed through assigned USER IDs and passwords. The program enables users to generate reports and track usage of the SAVNS/VINE service. Users also may add registrations, including anonymous registrations, for notification of inmate custody status.

The VINEWatch web site requires an approved user name and password. A limited number of users are allowed through Hidalgo County's contracts with the Attorney General's Office and Appriss. The OAG SAVNS/VINE Program Manager is responsible for designating users and assigning access to features. The OAG SAVNS/VINE Program Manager will retain written records of those who have requested and obtained access, and will be the contact for all VINEWatch inquires.

SYSTEM TESTING & PROGRAMMATIC REPORTING

The Texas Attorney General's Office requires testing of the SAVNS/VINE system to ensure functionality and accuracy. As a grantee, Hidalgo County is obligated to perform these system tests and to promptly report problems to Appriss, and to the appropriate County Department.

These tests will be conducted and documented by the SAVNS/VINE Coordinator and in her/his absence, by a designated representative of the Sheriff's Office.

The SAVNS/VINE Coordinator will report any problems, or discrepancies, noted as a result of testing the SAVNS/VINE service to the Texas Customer Account Representative or to the Appriss Operations Center. The SAVNS/VINE Coordinator maintains a SAVNS/VINE Activity Log that includes the recording of all problems noted with the system, to whom the problem was referred, and when the problem was resolved. The same process is followed for any problems reported to the SAVNS/VINE Coordinator by users of the SAVNS/VINE Service, VINELink or VINEWatch.

The SAVNS/VINE Coordinator in turn will report any problems reported by Appriss that may be County related to the appropriate department.

SYSTEM MAINTENANCE

Information Technology Department is responsible for reporting any SAVNS/VINE system hardware or software problems that are observed by Operators or the Server Group. This observation is accomplished by visual inspection of the SAVNS/VINE PC and or via messages from the network operating system software.

Information Technology Department management staff will promptly notify the SAVNS/VINE coordinator of equipment problems, scheduled shut-downs, etc. The SAVNS/VINE coordinator in turn will notify the Information Technology Department management contact of system problems either discovered by the coordinator or called in by others.

The SAVNS/VINE coordinator and/or Information Technology Department management will notify Appriss when operations or maintenance issues cannot be resolved at the County level. The SAVNS/VINE coordinator will document Appriss' efforts to resolve such problems.

SUPPRESSION OF INFORMATION

The Hidalgo County Sheriff's Office may from time to time suppress information messages on the whereabouts or release of certain inmates. Suppression will be accomplished by the SAVNS/VINE Coordinator through the Emergency Override Line (EOL) after receipt of a signed request from the Sheriff or Chief Deputy explaining the need for suppression. A record of such requests will be maintained by the SAVNS/VINE coordinator.

CONTRACTS, PAYMENTS & REIMBURSEMENT PROCESS

The Designated SAVNS Grant Contact receives the contract paperwork from the OAG and a contract from Appriss. Once a contract is received, it is placed on the County Commissioner's Court schedule for approval. When the contract is approved, the distribution is as follows: (a) **State Contract – one** original is returned to the OAG and the County retains the other original (b) **Appriss Contract** – one original to the OAG, one to Appriss and one to the County Clerk.

The invoice from Appriss is received by the County Auditor or Treasurer, where it is submitted for permission to pay it. Verification that a Budget has been set up and the appropriate cost center is being used for the payment. The Authorized Official or their Designee then signs the invoice for payment. A Purchase Order number is obtained and then submitted to Accounts Payable as a priority so that a check is sent by certified mail to Appriss.

The process that the Auditor's Office proceeds with for reimbursement from the Office of the Attorney General is as follows:

Detailed expenditure reports are requested to verify if there is a payment made to Appriss, the certified vendor. A copy of the check issued and the corresponding documents to justify the payments are necessary to request for expenditure reimbursements.

An invoice is submitted to the Office of the Attorney General within 20 days following the end of the month that a reimbursable expenditure was incurred. The County may submit a make-up claim as a final close-out invoice not later than the earliest of forty-five (45) calendar days after termination. The invoice form submitted must be in compliance with the OAG invoicing requirements.

Each invoice presented must include the OAG's contract number. The invoice must identity Hidalgo County Texas Vendor Identification Number (VIN), a description of the expense, and a notation that the requested reimbursement is in regards to the SAVNS Grant. The OAG is under no obligation to reimburse County if supporting documentation is not provided in a timely basis.

The invoice must be submitted to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code: 005
P.O. Box 12548
Austin, TX 78711-2548

The County may make a written request to the OAG to be placed on Direct Deposit Status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the DD deposit is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will continue providing the County with copies of the reimbursement.

MISCELLANEOUS & CONTACT INFORMATION

All parties to the SAVNS/VINE program in Hidalgo County may have copies of current contracts, appendices, SAVNS/VINE Maintenance Plan and program personnel contact information. Copies are available from those Departments and SAVNS/VINE coordinator.

AI-47086 **Budget and Management 21. D.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and approval of revisions to the Non-Travel Meals, Refreshments, and Related Expenses Policy, Guidelines & Procedures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to the County at this time.

Attachments

Revised Non-Travel Meals Policy-FINAL

Non-Travel Meals Claim Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 01:59 PM
Ivan Cantu (Originator)	Ivan Cantu	10/23/2014 04:11 PM
Budget & Management	Veronica Ortiz	10/24/2014 11:49 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Ivan Cantu Started On: 10/22/2014 11:11 AM

Final Approval Date: 10/24/2014

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSES

1. REFERENCE

County Auditor's Form M-1, *"Non-Travel Meals, Refreshments, and Related Expenses Claim"*

2. AUTHORITY

Local Government Code § 112.002, *"Accounting System in County With Auditor and Population of 190, 000 or More"*

Government Code § 611.001, *"Lodging and Meal Expenses"*

Generally, meals provided to employees are considered taxable wages that must be reported on Form W-2, subject to Federal income tax withholding, social security, and Medicare unless specifically excluded by a section of the Internal Revenue Code (IRC). IRC § 61, § 3121, § 3401.

Federal Tax Regulations § 31.3121(a)-1(h) and § 31-3121(a)-3 provide that amounts paid specifically-either as advances or reimbursements-for traveling or other bona fide ordinary and necessary expenses incurred or reasonably expected to be incurred in the business of the employer are not wages and are not subject to withholding if paid under an accountable plan.

A plan under which an employee is reimbursed for expenses – or receives an allowance to cover those expenses – is an accountable plan only if three conditions are satisfied: (1) there must be a business connection for the expenses: (2) the employee must either substantiate or be deemed to have substantiated the expenses; and (3) the employee must return to the employer amounts in excess of the substantiated expense. IRC § 62 (c); Reg. §1.62-2 (c); Reg. § 1.274-5T.

3. PURPOSE

The Hidalgo County Commissioners Court approved the policy set forth below on August 5, 2008. On October 28, 2014, the Hidalgo County Commissioners Court revised the *Non-Travel, Refreshments, & Related Expenses* policies, guidelines & procedures. The policy expands on the current authorization for expenditures of food for:

- Jurors (Code of Criminal Procedure Art. 104.001)
- Prisoners (Code of Criminal Procedure Art. 104.002),
- Adult Probation (Government Code § 509.011),

- Juvenile Probation (Human Resources Code § 141.082, § 141.084, § 152.0012, and § 152.1141), and
- AgriLife Extension (Agriculture Code § 43.033).

The Policy provides guidelines to departments concerning when non-travel meals, refreshments, and related expenses may be paid for with County funds. The procedures set forth below are prescribed by the Hidalgo County Auditor and are to be followed regarding the payment or reimbursement of non-travel meals, refreshments, and related expenses.

4. SCOPE

The policy, procedures, and guidelines apply to all Hidalgo County officials, department heads, and employees. Applicability of this policy is limited to non-travel meals and refreshments. This Policy does not apply to payment or reimbursement of meals while the employee or individual is on travel status. Refer to the Travel Policy for situations in which the employee or individual is on travel status.

5. DEFINITIONS

A. County Sponsored Events - means meetings, seminars, conferences, training sessions, and similar functions to conduct official County business.

B. Meals - means food and non-alcoholic beverages provided at breakfast, lunch or dinner.

C. Necessary Expense - means an expense that is appropriate for the conduct of County business.

D. Ordinary Expense - means an expense that is common and accepted in County business.

E. Refreshments - means food and non-alcoholic beverages and food items (i.e., fruit, pastries, chips, cookies, cake, candy, etc.) commonly served between meals, but not intended to substitute for meals.

F. Related Expenses - means expenses for essential serving products such as paper plates, cups, and plastic utensils related to allowable non-travel meals and refreshments.

6. POLICIES AND GUIDELINES

Based upon sufficient appropriations in the department's budget and approval by the official or department head, the County of Hidalgo, Texas will allow for the payment or reimbursement of non-travel meals, refreshments, and related costs incurred for the following purposes:

A. Permitted Expenditures

1. County sponsored events for the purpose of conducting substantial and bona fide official County business where attendees include at least one County employee and one or more non-County employees.

    a. Expenditures may be incurred only for those attendees whose presence is necessary for the purpose of the event.

    b. The duration of the events must be two or more consecutive hours. The Hidalgo County Civil Service Commission shall be the only commission exempt from this requirement.

    c. If the County sponsored event occurs during a recognized meal period (i.e., breakfast 7:00 am to 8:00 am; lunch 12:00 pm to 1:00; dinner 6:00 pm to 7:00 pm) in order to accommodate scheduling requirements, meals may be provided. Otherwise, only refreshments will be permitted.

    d. Examples include, but are not limited to:

        i. Commissioners Court meetings

        ii. Commission/board/committee meetings.

        iii. Business meetings relating to promotion of economic development, building community cooperation, or information gathering.

        iv. Formal training sessions held for the purpose of instruction or dissemination of information to general public.

2. Meal, refreshments, and related costs specifically authorized in a Federal, state or local government contract or grant, and only to the extent and for the purposes authorized.

3. Beverages for the purpose of providing hydration (sports drinks containing electrolytes) for employees performing job tasks outdoors where they are exposed to hot or humid weather conditions. This includes employees performing road work.

To conform to IRS regulations governing business expenses, the County will not reimburse costs to a County employee for non-travel meals, refreshments, and related costs when the reimbursement results in taxable income to the employee.

B. Guidelines for Permitted Expenditures

The following guidelines should be followed when making permitted expenditures for non-travel meals, refreshments, and related costs:

1. Budget: The sponsoring department must have sufficient appropriations in their budget (object code 630 Food) for such events.

2. Reasonable Costs (including taxes and gratuity): Meals may not exceed $10 per person or $250 per event. Refreshments may not exceed $3 per person or $125 per per event . The cost of related expenses may not exceed $25.

3. Documentation Requirements: The following supporting documentation will be required for the County Auditor to process payment for non-travel meals, refreshments, and related expenses except when purchasing beverages pursuant to Section A.3. For this purpose, only a purchase order and an original itemized invoice or receipt will be required:

    a) Purchase order. The purchase order should include the event date, time, duration, and place; estimated number of attendees and affiliation; purpose of the event; and whether meals or refreshments will be provided.

    b) Original itemized invoice or receipt.

    c) Completed County Auditor's Form M-1, "Non-Travel Meals, Refreshments, and Related Expenses Claim" that documents the date, time, place, amount, and business purpose of the event.

    d) Written agenda.

    e) Sign-in sheet. The sign-in sheet must include the attendees' first and last names, title, and affiliation with the County. If it is not possible to provide a sign-in sheet, the reason for not providing the sign-in sheet must be documented and an estimated number of attendees must be provided.

4. The County Auditor will not pay or reimburse meal expenses that lack documentation or a clear business purpose.

C. Prohibited Expenditures

1. Expenditures of county funds for the following are specifically prohibited:

    a) Alcoholic beverages,

    b) Supplies for coffee breaks, office refreshments, etc.

c) Regularly scheduled staff meetings

d) Social events such as celebrating holidays or birthdays

e) Employee recognition, volunteer recognition, or thank-you events

f) The cost of meals or refreshments covered by a registration fee

g) Charitable or political functions

7. PROCEDURES

A. County Department

1. Ensure that expenditures for non-travel meals, refreshments and related costs comply with County policy and fund source restrictions.

2. Process a requisition in accordance with county purchasing policies and procedures. A requisition(s) should be issued for each event. The requisition should include the required information (Refer to Documentation Requirements for purchase orders under Guidelines for Permitted Expenditures).

3. Submit completed and signed County Auditor's Form M-1, " Non-Travel Meals, Refreshments, and Related Expenses Claim" to the County Auditor's Office- Accounts Payable Section, if required.

4. Ensure that the "Non-Travel Meals. Refreshments, and Related Expenses Claim" is accompanied by the following documentation:

    a) Purchase order.

    b) An original itemized invoice or receipt.

    c) A written agenda.

    d) A sign- in sheet. The sign-in sheet must include the attendees' first and last names, affiliation with the County, and position. If it is not possible to provide a list of attendees, a reason for not providing the list of attendees must be documented and an estimated number of attendees must be provided.

B. Purchasing Department

1. Review requisition submitted by county departments for compliance with this County policy as well as County purchasing policies and procedures.

a) If requisition complies with County policy, issue purchase order.

b) If requisition does not comply with County policy, deny the requisition and notify department of deficiencies.

C. County Auditor's Office –Accounts Payable Section

1. Review original itemized invoice or receipt and supporting documentation to determine compliance with County policy.

    a) If documentation complies with County policy, process payment in accordance with internal procedures.

    b) If documentation does not comply with County policy, return the documentation to the requesting department with an explanation for the denial to process payment.

HIDALGO COUNTY, TEXAS

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

DEPARTMENT INFORMATION

Department:

Department Contact Name:

Contact Phone Number:

EVENT INFORMATION

Date: Start Time: End Time:

Duration: 0:00 Location:

Purpose of Event:

Meeting Training Other:

(Please explain.)

Attendees: *(Please attach sign-in sheet)*

County Employees + Non-County Employees = Total 0

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*

Breakfast + Lunch + Dinner = Total 0

Refreshments: *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*

Related Expenses: *(Related expenses may not exceed $25.00 per event.)*

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

(Please attach original receipts.)

FUNDING

Purchase Order Number: Account Number:

APPROVAL

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

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

Signature of Approving County Official/Department Head

Date

AI-47012 **Budget and Management 21. E.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Isidro Sepulveda Jr **Submitted By:** David Sinder, INDIGENT DEFENSE

Department: INDIGENT DEFENSE

Information

CAPTION

Indigent Defense (1100):
1. Discussion, consideration and approval of resolution authorizing the submittal of the 2015 Indigent Defense Formula Grant with the Texas Indigent Defense Commission.
2. Authorization for County Judge to sign the required documents.

BACKGROUND

The intended use of funding provided by this grant is to improve indigent defense systems. Attorneys fees, investigator expenses, expert witnesses, and other direct litigation costs that a county spends on behalf of a criminal defendant or juvenile respondent in a criminal matter that has been determined by a court of competent jurisdiction to be indigent are allowable expenses of this grant. Grant Period is October 1, 2014 through September 30, 2015

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

GRANT FISCAL YEAR 2015

4-1100-334-00-009-003-0-000 INDIGENT DEFENSE GRANT (REVENUE ACCT)

Approval of resolution authorizing the submittal of the 2015 Indigent Defense Formula Grant

Attachments

att

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/17/2014 02:44 PM
Rosalinda Cantu	Rosie Cantu	10/24/2014 02:20 PM
Manuel Chapa	Manuel Chapa	10/24/2014 04:44 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: David Sinder Started On: 10/15/2014 03:47 PM

Final Approval Date: 10/24/2014

2015 Hidalgo County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hidalgo County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hidalgo County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2014.

_____
Ramon Garcia
County Judge

Attest:

_____
County Clerk

2015 Hidalgo County Formula Grant Program Application Confirmation

County:	Hidalgo
Fiscal Year:	2015
Confirmation Number:	201510820141014
Projected Allocation:	To Be Determined
County's FY01 Baseline:	$2,076,345.00
State Payee Identification number:	74-6000717
Division or unit within the county to administer the grant:	Court Administration
Official County Mailing Address:	100 N. Closner Edinburg, TX 78539

The County Judge is **Ramon Garcia.**

The Financial Officer is the County Auditor, **Raymundo Eufracio.**

The Local Administrative District Judge is **Bobby Flores.**

The Local Administrative Statutory County Court Judge is **Fred Garza.**

The Chairman of the Juvenile Board is **Mario E. Ramirez, Jr..**

Indigent Defense Plan Review Summary

District Plan	County Plan	Juvenile Board Plan
Complete	Complete	Complete

The plan requirements appear to have been met.

After printing out the Resolution and obtaining the appropriate signatures, mail or fax the form to:

Megan McIntire, PPRI
311 H.C. Dullie Bell Building
TAMU Mailstop 4476
College Station, Texas 77843-4476
Fax number: 888-351-3485

Resolution Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Word Version

AI-47031 **Budget and Management 21. F. 1.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Precinct No. 1 (1100):
A. Approval of Certification of Revenues by the County Auditor.
B. Approval of 2014 appropriation of funds for the Constable Precinct No. 1 in the amount of $11,238.75 to fund the repairs for a vehicle (unit #101) that was involved in an accident on 09/10/14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-291-001-0-432

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

BUDGETARY IMPACT:

FUNDS AVAILABLE FOR APPROPRIATION IN THE GENERAL FUND ACCOUNT 4-1100-360-00-000-005-0-000 GEN FUND-MISC REV-INSURANCE CLAIMS AS OF 10/15/14.

SEE ATTACHED BACKUP DOCUMENTS.

Date of Incident: 09/10/14
Date of CC approval of settlement: 10/14/14 AI- 46868
Claim# 767961

Attachments

backup documents
appropriation

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	10/20/2014 11:27 AM
Budget & Management	Veronica Ortiz	10/22/2014 09:27 AM
Obdett Calzada	Obdett Calzada	10/24/2014 04:54 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Rosie Cantu Started On: 10/17/2014

Final Approval Date: 10/24/2014

AI-46868 **Comm. Court Executive Office** **7. D.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Texas Farm Bureau Casualty Insurance Company in the amount of $11,238.75 to settle auto accident with County vehicle. (Constable Precinct 1)

BACKGROUND

DOI: 09/10/14 Acct #: 4-1100-360-00-000-005-0-000

Attachments

Texas Farm Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/08/2014 09:26 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Aida Alvarez Started On: 10/07/2014 04:37 PM

Final Approval Date: 10/10/2014

lawsuit stage.

2. Requesting engagement with the firm of ATLAS, HALL, & RODRIGUEZ for the "Provision of Legal
Services/Representation in connection with Litigation" and authority to submit letter of engagement

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR, the Court made a UNANIMOUS vote of approval as it pertains to **Item 28.J**; Claim of Sergio Valdez specifically with Mr. Rex Leech from that office.

Vote: 4 - 0 - Unanimously

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

NO ACTION taken on Items 1 - 3.

C. **AI-46777** 1. Public hearing to discuss the deregulation of the application of herbicides for a portion of Hidalgo County.

This Item was discussed after Item 25.B. Commissioner Joseph Palacios was not present.

Mr. Brad Cowen, County Extension Agent of Hidalgo County, was present to recommend a change to pesticide laws as it relates to the northwest quadrant of the County. Currently, there is a provision that was adopted in the 1970's to make permit requirements of certain pesticide use. He requested that provision be rescinded due to changes in modernization.

Judge Garcia convened the Public Hearing. Mr. Cowen disclosed two letters from growing organizations requesting the recommendation. With no further comments, Judge Garcia closed the Public Hearing.

2. Approval and Adoption of Order to deregulate a portion of Hidalgo County as it relates to the application of herbicides, in accordance with Texas Agriculture Code §76.144.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

The Court proceeded to Open Forum.

Attachments:

Final Order

D. **AI-46868** Approval to accept settlement check from Texas Farm Bureau Casualty Insurance Company in the amount of $11,238.75 to settle auto accident with County vehicle. (Constable Precinct 1)

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR.
, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Attachments:

Texas Farm Insurance Company Settlement Check

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 180175

Received From: DBM SAFETY; TEXAS FARM BUREAU CASUALTY Date 10/15/14

1	7133740	DOI: 09/10/14 VIN#3GCPKPEA8BG224540	4-1100-360-00-000-005-0-000	11,238.75

Total: **11,238.75**

Check Total	11,238.75
Cash Total	.00
Credit Total	.00
Other Total	.00

Texas Farm Bureau Casualty Insurance Co.

Check No.: 133740

Date: 10/02/2014

Amount Paid: $ 11,238.75

Claim Number: 767961

Policy Number: 21138902

Payee Name and Address:

HIDALGO COUNTY
9805 N 10TH ST
MCALLEN, TX 78504-9529

Form C04/0695 - RXE 00

Texas Farm Bureau Casualty Insurance Co.

Check No.: 133740

Date: 10/02/2014

Amount Paid: $ 11,238.75

Claim Number: 767961

Policy Number: 21138902

Payee Name and Address:

HIDALGO COUNTY
9805 N 10TH ST
MCALLEN, TX 78504-9529

Form C04/0695 - RXE 00

Texas Farm Bureau Casualty Insurance Company
P.O. Box 2689 / Waco, Texas 76702-2689

56-382
412

7133740

TEXAS FARM BUREAU INSURANCE

NOT VALID AFTER ONE YEAR

In Full Payment For ACV OF DAMAGES

DATE	PAY THIS AMOUNT
10-02-2014	** 11,238.75**

Policy No.: 21138902 **Claim No.: 767961**

11,238.75
ONE ONE COMMA TWO THREE EIGHT PERIODSEVEN FIVE

Wells Fargo Bank, N.A.

Pay Only>

SOURCE
7-CLAIMS-CHECK
RXE

Pay to the Order Of

HIDALGO COUNTY
9805 N 10TH ST
MCALLEN, TX 78504-9529

Texas Farm Bureau Casualty Insurance Company

Authorized Signature

THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND THE BACKER HAS AN ARTIFICIAL WATERMARK AND MICROPRINTING

⑈7133740⑈ ⑆041203824⑆ 96000113114⑈

Date: 10/ 1/2014 06:27 PM
Estimate ID: 3344090137
Estimate Version: 0
Committed
Profile ID: Rio Grande Valley

PROPERTY DAMAGE APPRAISERS

P.O BOX 531911, HARLINGEN, TX 78553
(956) 425-1912
Fax: (956) 425-2335
Email: pdaharlingen@pdaorg.net

Not an authorization for repairs
Read disclaimers following appraisal calculation.

Damage Assessed By: PETE RAMIREZ
Classification: Field

Appraised For: RAUL ESCAMILLA
(956) 787-3413

Condition Code: Good
Date of Loss: 9/10/2014
Contact Date: 9/30/2014
Deductible: 0.00
File Number: 3344090137
Claim Number: 767961

Type of Loss: Collision
Date Assigned 9/29/2014

Insured: Adalberto Serna
Claimant: Hidalgo County
Address: 9805 N 10th St, Mcallen, TX 78504
Owner: Hidalgo County
Address: 9805 N 10th St, Mcallen, TX 78504
Telephone:
Cell Phone: (956) 292-7030

Mitchell Service: 910842

Description: 2011 Chevrolet Pickup Silverado K1500 W/T
Body Style: 4D PkupCrw 6' Bed 144" WB
VIN: 3GCPKPEA8BG224540
Mileage: 62,063
OEM/ALT: A

Vehicle Production Date: 12/10
Drive Train: 4.8L Inj 8 Cyl 4WD
License: 109-1480 TX
Search Code: 334

Color: White
Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER LOCK, POWER WINDOWS, POWER STEERING
MANUAL AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN, ANTI-LOCK BRAKE SYS.
TRACTION CONTROL, V8 ENGINE, 4WD OR AWD, AUTOMATIC TRANSMISSION, FRONT AIR DAM
TINTED GLASS, TRIP COMPUTER, SIDE AIRBAGS, ANTI-THEFT SYSTEM
AUTOMATIC HEADLIGHTS, SIDE HEAD CURTAIN AIRBAGS, DAYTIME RUNNING LIGHTS
AM/FM STEREO CD/MP3 PLAYER, ELECTRONIC STABILITY CONTROL, FRONT SPLIT BENCH SEAT
KEYLESS ENTRY SYSTEM, ROLLOVER PROTECTION SYSTEM

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
				Front Bumper			
1		BDY	OVERHAUL	Frt Bumper Assy			2.6 #
2	000017	BDY	REMOVE/REPLACE	R Frt Bumper Extension	^^OE SURPLUS	69.08	INC #
3		BDY	REMOVE/INSTALL	Frt Bumper Assy			INC #
4	000025	BDY	REMOVE/REPLACE	Frt Bumper Air Deflector	** QUAL REPL PART	92.00	INC
5	003072	BDY	REMOVE/REPLACE	R Frt Bumper End Cap	** QUAL REPL PART	69.00	INC #
6	000034	BDY	REMOVE/REPLACE	Frt Bumper Deflector Extension	^^OE SURPLUS	55.25	INC
				Front Lamps			
7	000079	BDY	REMOVE/REPLACE	R Frt Combination Lamp Assembly	Qual Recycled Part	150.00 *	INC #r
8		BDY	CHECK/ADJUST	Headlamps			0.4
9				(REY'S AUTO PARTS 1-956-787-8300)			

ESTIMATE RECALL NUMBER: 10/01/2014 18:27:27 3344090137
Mitchell Data Version: OEM: SEP_14_V0929
MAPP:SEP_14_V092(
Software Version: 7.1.169

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10				Line Markup %25.00				37.50		
				Front Fender						
11	000292	BDY	REMOVE/REPLACE	R Fender Panel	Qual Recycled Part			125.00	* 4.1	#r
12		REF	REFINISH	R Fender Outside					C 2.0	
13		REF	REFINISH	R Add To Edge Fender					C 1.2	
14				Line Markup %25.00				31.25		
				MANUAL ENTRIES						
15	900500	BDY*	REMOVE/REPLACE	Tubular Running Boards	** QUAL REPL PART			295.20	* 1.0*	
				Front Fender						
16	000302	BDY	REMOVE/REPLACE	R Fender Liner	Qual Recycled Part			INC*	INC	r
				Air Bag System						
17	004512	MCH	REMOVE/REPLACE	Air Bag Module-Driver Front -M	20928236	GM PART		750.00	INC	
18	004478	MCH	REMOVE/REPLACE	Air Bag SDM Unit -M	13579115	GM PART		416.67	0.9	
19	004257	MCH	REMOVE/REPLACE	R Frt Air Bag Impact Sensor -M	13502744	GM PART		166.67	0.5	
20	000718	MCH	REMOVE/REPLACE	Air Bag Coil -M	25966963	GM PART		149.50	0.9	
21	000341	MCH	REMOVE/REPLACE	R Air Bag Side Curtain Module -M	20866708	GM PART		416.67	0.8	#
22		BDY	REMOVE/INSTALL	Roof Headliner					3.8	#
23	000342	MCH	REMOVE/REPLACE	L Air Bag Side Curtain Module -M	20866707	GM PART		416.67	0.8	#
24	000349	MCH	REMOVE/REPLACE	R Rear Air Bag Side Impact Sensor -M	10381278	GM PART		250.00	INC	#
25		BDY	REMOVE/INSTALL	R Rear Door Trim Panel					INC	
26	000350	MCH	REMOVE/REPLACE	L Rear Air Bag Side Impact Sensor -M	10381278	GM PART		250.00	0.3	#
27		BDY	REMOVE/INSTALL	L Rear Door Trim Panel					0.4	
28	004497	MCH	REMOVE/REPLACE	Air Bag Module-Passenger Seat -M	20997498	GM PART		416.67	0.5	#
				Front Seat						
29	003709	BDY	REMOVE/REPLACE	Driver Side Seat Back Cover	ORDER FROM DEALER			265.22	0.7	#
30		BDY	REMOVE/INSTALL	L Frt Seat Assy					0.3	
				Seat Belts						
31	002286	BDY	REMOVE/REPLACE	L Frt Seat Belt	ORDER FROM DEALER			178.67	1.2	#
32	002300	BDY	REMOVE/REPLACE	Frt Ctr Seat Belt	19259938	GM PART		95.00	0.5	#
33		BDY	REMOVE/INSTALL	R Frt Seat Assy					0.3	
34	002250	BDY	REMOVE/REPLACE	R Rear Seat Belt	19260331	GM PART		91.67	0.8	#
35		BDY	REMOVE/INSTALL	R Rear Seat Assy					INC	
36	002251	BDY	REMOVE/REPLACE	L Rear Seat Belt	19260328	GM PART		95.00	0.8	#
37		BDY	REMOVE/INSTALL	L Rear Seat Assy					INC	
				MANUAL ENTRIES						
38	900500	BDY*	REMOVE/REPLACE	Grill Guard	** QUAL REPL PART			495.00	* 1.0*	
				Front Door						
39	002191	BDY	REMOVE/REPLACE	R Frt Door Shell	Qual Recycled Part			600.00	* 5.3	#r
40		REF	REFINISH	R Frt Door Outside					C 2.3	
41		REF	REFINISH	R Frt Add For Jambs & Interior					C 1.0	
42		MCH	REMOVE/REPLACE	R Frt Add To R&I/R&R Side Air Bag Sensor					0.3	
43				Line Markup %25.00				150.00		
				Rear Door						
44	001232	BDY	REMOVE/REPLACE	R Rear Door Shell	Qual Recycled Part			550.00	* 5.1	r
45		REF	REFINISH	R Rear Door Outside					C 2.2	
46		REF	REFINISH	R Rear Add For Jambs & Interior					C 1.0	
47		MCH	REMOVE/REPLACE	R Rear Add To R&I/R&R Side Air Bag Senso					0.3	
48				Line Markup %25.00				137.50		
				MANUAL ENTRIES						
49	900500	BDY*	REPAIR	R Cab Corner	Existing				3.0*	
50		REF	REFINISH/REPAIR	R Cab Corner					1.8*	
				Pickup Bed						
51	003303	BDY	REPAIR	R Pickup Bed Side Panel	Existing				6.0*	#
52		REF	REFINISH/REPAIR	R Pickup Bed Side Panel					C 2.3*	
53				MODIFIED REFINISH WITH FULL CLEAR COAT						
				TIRES						
54	900500	MCH	REMOVE/REPLACE	BFGoodrich All Terrain TA 265/70R17 R	** QUAL REPL PART			204.00		
55	900500	MCH	REMOVE/REPLACE	BFGoodrich All Terrain TA 265/70R17 R	** QUAL REPL PART			204.00		
				ADDITIONAL OPERATIONS						
56		REF	ADD'L OPR	Clear Coat					3.1	
				MANUAL ENTRIES						
57	900500	MCH*	ALIGN	FRT END ALIGNMENT 2WD PICK UP.	Sublet			59.95	* 0.0*	
58	900500	BDY*	REMOVE/REPLACE	Bodyside Decal	Sublet			423.50	* 0.0*	
				Additional Costs & Materials						
59			ADD'L COST	Paint/Materials				425.00	*	

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Date: 10/ 1/2014 06:27 PM
Estimate ID: 3344090137
Estimate Version: 0
Committed
Profile ID: Rio Grande Valley

* - Judgment Item
\# - Labor Note Applies
** QUAL REPL PART - Quality Replacement Parts
C - Included in Clear Coat Calc
r - CEG R&R Time Used For This Labor Operation

AUTOMART INTERNATIONAL
1200C GREENBRIAR DR.
ADDISON
IL 60101
(630) 812-2888 (800) 223-2019

RYDELL CHEVROLET OEMD
1325 E. SAN MARNAN DR.
WATERLOO
IA 50704
(319) 235-6653 (800) 383-4601

4	** U162	92.00	2	^^22737639	69.08
5	** 1049	69.00	6	^^25821880	55.25

Remarks
This vehicle has damage to the rt.front-corner side area.

Estimate Totals

I. Labor Subtotals

	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals
Body	37.3	38.00	0.00	0.00	1,417.40
Refinish	16.9	38.00	0.00	0.00	642.20
Mechanical	5.3	72.00	0.00	59.95	441.55
Non-Taxable Labor					2,501.15
Labor Summary	59.5				2,501.15

II. Part Replacement Summary

			Amount
Taxable Parts			7,290.44
Parts Adjustments			356.25
Sales Tax	@	8.250%	630.85
Total Replacement Parts Amount			8,277.54

III. Additional Costs

			Amount
Taxable Costs			425.00
Sales Tax	@	8.250%	35.06
Total Additional Costs			460.06

Paint Material Method: Rates
Init Rate = 26.00 , Init Max Hours = 99.9, Addl Rate = 0.00

IV. Adjustments

	Amount
Insurance Deductible	0.00
Customer Responsibility	0.00

I.	Total Labor:	2,501.15
II.	Total Replacement Parts:	8,277.54
III.	Total Additional Costs:	460.06
	Gross Total:	11,238.75
IV.	Total Adjustments:	0.00
	Net Total:	11,238.75

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

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Point(s) of Impact
3 Right Side (P)

Insurance Co: FARM BUREAU
TX

**********Notice**********
This is not an authorization for repair. All costs of repairs are the sole responsibility of the vehicle owner, who must authorize all repairs. Failure to deliver a copy of this appraisal to the repair shop by the vehicle owner may result in out of pocket expense to the vehicle owner. Providing a copy of this appraisal is not an acceptance of coverage or liability and all issues of coverage or liability are to be determined by the insurance carrier.
**********Notice**********
Deductibles may or may not be addressed or included in this appraisal. If applicable, the repairer shouldcollect the deductible from the vehicle owner prior to the release of the repaired vehicle.
**********Supplement Procedure Notice**********
It is the repairer's responsibility to send notification of the supplement via fax or email to PDA (at(956 425-2335 pdaharlingen@pdaorg.net), including a statement whether the repairs have been halted on the vehicle. PDA will response to your request with in 24 hours. Please allow 48 hrs to complete supplement processing from the date of request to insure timely release of the vehicle.

WARNING: ALL CLAIM PAYMENTS ARE MADE DIRECTLY TO THE INSURED FINANCIAL INSTITUTION. NOTICE TO REPAIR FACILITIES:
THIS IS NOT AN AUTHORIZATION FOR REPAIRS NOR IS THIS AN IMPLIED OR EXPRESSED GUARANTEE OF PAYMENT. IF YOU REPAIR THE VEHICLE-- IT IS YOUR RESPONSIBILITY TO MAKE PAYMENT ARRANGEMENTS DIRECTLY WITH THE (INSURED) FINANCIAL INSTITUTION AND/OR THE REGISTERED VEHICLE OWNER.**********Notice**********
******This appraisal is subject to the complete review and approval by the assigning insurance company to assure accuracy, cost effectiveness, and that accepted industry repair standards are met. The insurance
company listed has the right to accept or reject any part or all of this appraisal or make any changes they feel necessary.
**********General**********

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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DATE: October 20, 2014

2014
Appropriation
AI-47031

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Constable Precinct No. 1

ACCOUNT NUMBER: 4-1100-421-00-291-001-0-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
4-1100-421-00-291-001-0- 432	Constable Precinct No. 1-	EQUIP&VEH R&M SRV	11,238.75
4-1100-360-00-000-005-0- 000	*Gen Fund-Misc-Rev-*	*Insurance Claims*	*11,238.75*
		TOTAL BUDGET INCREASE (DECREASE)	**11,238.75**

REASON: Appropriation of funds from reserved fund balance (General Fund Miscellaneous Revenue) to fund repairs for vehicle (unit #101). These revenues are proceeds from an insurance settlement (AI-46868 CC approval 10/14/14) for an accident that occurred on 09/10/14 and which were receipted and recorded on 10/15/14 (receipt no. 180175) in account no. 4-1100-360-00-000-005-0-000.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-46874 **Budget and Management 21. F. 2.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Precinct No. 4 (1100):
A. Approval of Certification of Revenues by the County Auditor.
B. Approval of 2014 appropriation of funds for the Constable Precinct No. 4 in the amount of $1,670.67 to fund the repairs for vehicle (unit # 418) that was involved in accident on 08/15/14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-294-001-0-432

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

BUDGETARY IMPACT:

FUNDS AVAILABLE FOR APPROPRIATION IN THE GENERAL FUND ACCOUNT 4-1100-360-00-000-005-0-000 GEN FUND-MISC REV-INSURANCE CLAIMS AS OF 09/25/14.

SEE ATTACHED BACKUP DOCUMENTS.

Date of Incident: 08/15/14
Date of CC approval of settlement: 09/23/14 AI- 46637
Claim# 14-08-15-0830

Attachments

backup docs
memo- request for c.o.r.
appropriation
Certification of revenues

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	10/10/2014 08:47 AM
Budget & Management	Veronica Ortiz	10/10/2014 09:44 AM
Glinda Pacheco	Glinda Pacheco	10/10/2014 04:38 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Rosie Cantu Started On: 10/08/2014

Final Approval Date: 10/24/2014

AI-46637 **Comm. Court Executive Office 7. F.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept Bank of America settlement cashier check from Gloria A. Sturgis in the amount of $1,670.67 to settle auto accident with County vehicle. (Constable Precinct 4)

BACKGROUND

DOI 08/15/14 Acct #: 4-1100-360-00-000-005-0-000

Attachments

ck

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/19/2014 03:40 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Aida Alvarez Started On: 09/19/2014 03:20 PM

Final Approval Date: 09/19/2014

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 179588

Received From: DBM SAFETY BANK OF AMERICA 09/23/14 Date 09/25/14

1	1301101189	DOI: 08/15/14 VIN #1GNLC2E0XDDR230274	4-1100-360-00-000-005-0-000	1,670.67

Total: **1,670.67**

Check Total	1,670.67
Cash Total	.00
Credit Total	.00
Other Total	.00

Bank of America

Cashier's Check

No. 1301101189

Notice to Purchaser: In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140
NTX

Date 09/19/14 02:52:59 PM

10TH / TRENTON,
0001 0002782 0045

Pay BANK OF AMERICA ONE SIX SEVEN ZERO 67 CTSCTS ***$1,670.67

To The Order Of HIDALGO COUNTY

CLAIM#14-08-15-0830

Remitter (Purchased By): GLORIA A. STURGIS

Bank of America, N.A.
SAN ANTONIO, TX

Meredith Sanchez
AUTHORIZED SIGNATURE

⑈1301101189⑈ ⑆114000019⑆ 00164100376 3⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

BERT OGDEN MOTORS INC.

COLLISION CARE CENTER
4221 S HIGHWAY 281, EDINBURG, TX 78539
Phone: (956) 381-0001
FAX: (956) 386-0056

Workfile ID: df82a0ed
Federal ID: #: 741983604

Preliminary Estimate

Customer: HIDALGO COUNTY CONSTABLE **Job Number:**

Written By: RUBEN HINOJOSA

Insured:	HIDALGO COUNTY CONSTABLE	Policy #:	Claim #:
Type of Loss:		Date of Loss:	Days to Repair: 0
Point of Impact:			

Owner:
HIDALGO COUNTY CONSTABLE

Inspection Location:
BERT OGDEN MOTORS INC.
4221 S HIGHWAY 281
EDINBURG, TX 78539
Repair Facility
(956) 381-0001 Day

Insurance Company:

VEHICLE

Year:	2013	Body Style:	4D UTV	VIN:	1GNLC2E0XDR230274	Mileage In:	
Make:	CHEV	Engine:	8-5.3L-FI	License:		Mileage Out:	
Model:	TAHOE 4X2 LS	Production Date:		State:		Vehicle Out:	
Color:	Int:	Condition:		Job #:			

TRANSMISSION
Automatic Transmission
Overdrive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
DECOR
Dual Mirrors
Body Side Moldings
Privacy Glass
Console/Storage
CONVENIENCE
Air Conditioning
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Climate Control
Dual Air Condition
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
ROOF
Luggage/Roof Rack
SEATS
Cloth Seats
Bucket Seats
3rd Row Seat
WHEELS
Aluminum/Alloy Wheels
PAINT
Clear Coat Paint
TRUCK
Trailer Hitch
Trailering Package
Running Boards/Side Steps

Preliminary Estimate

Customer: HIDALGO COUNTY CONSTABLE **Job Number:**

Vehicle: 2013 CHEV TAHOE 4X2 LS 4D UTV 8-5.3L-FI

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**REAR BUMPER**							
2			O/H rear bumper				1.7	
3	** <>	Repl	A/M CAPA Bumper cover w/o reverse sensing system	20951794	1	462.00	Incl.	3.4
4			Add for Clear Coat					1.4
5		Repl	Step pad	15203817	1	112.55	Incl.	
6		Repl	Impact bar	25938524	1	495.00	Incl.	
7		Repl	RT Side bracket	25906987	1	6.63	Incl.	
8	#	Rpr	DIAGNOSE TRAC CNTRL LIGHT				1.5 M	
				SUBTOTALS		**1,076.18**	**3.2**	**4.8**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				1,076.18
Body Labor	1.7 hrs	@	$ 36.00 /hr	61.20
Paint Labor	4.8 hrs	@	$ 36.00 /hr	172.80
Mechanical Labor	1.5 hrs	@	$ 98.00 /hr	147.00
Paint Supplies	4.8 hrs	@	$ 24.00 /hr	115.20
Subtotal				1,572.38
Sales Tax	$ 1,191.38	@	8.2500 %	98.29
Grand Total				**1,670.67**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,670.67**

HIDALGO COUNTY texas
DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 ▪ Fax: (956) 292-7035
www.co.hidalgo.tx.us/budget

Memorandum

To: Raymundo Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer

Date: Wednesday, October 08, 2014

Subject: Certification of Revenues

Cc: Linda Fong, 1st Assistant Auditor
Becky Luna, Director of Accounting Division
Alvaro Chuc, Financial Accounting Supervisor

On behalf of the Constable Precinct No. 4, please let this memorandum serve as formal request for the Certification of Revenues in the amount of $1,670.67. These revenues are proceeds from an insurance settlement (AI-46637 CC approval 09/23/14) for an accident that occurred on 08/15/14 and which were receipted and recorded on 09/25/14 in account no. 4-1100-360-00-000-005-0-000.

Additionally, be advised that the appropriation of these revenues will be presented to Commissioners Court for approval on 10/28/14 (AI- 46874).

Thank you for your attention on this matter. If you should have any questions, please do not hesitate to contact me at (956) 292-7025 ext. 5424.

DATE: October 8, 2014

2014
Appropriation
AI-46874

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Constable Precinct No. 4

ACCOUNT NUMBER: 4-1100-421-00-294-001-0-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
4-1100-421-00-294-001-0- 432	Constable Precinct No. 4-	EQUIP&VEH R&M SRV	1,670.67
4-1100-360-00-000-005-0- 000	*Gen Fund-Misc-Rev-*	*Insurance Claims*	*1,670.67*
		TOTAL BUDGET INCREASE (DECREASE)	**1,670.67**

REASON: Appropriation of funds from reserved fund balance (General Fund Miscellaneous Revenue) to fund repairs for vehicle (unit #418). These revenues are proceeds from an insurance settlement (AI-46637 CC approval 09/23/14) for an accident that occurred on 08/14/2014 and which were receipted and recorded on 09/25/14 in account no. 4-1100-360-00-000-005-0-000.

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

October 9, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from an insurance settlement from Gloria A. Sturgis in the amount of $1,670.67 for Precinct #4 Constable's Office. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/9/14
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.

HIDALGO COUNTY
texas
DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7035
www.co.hidalgo.tx.us/budget

Memorandum

To: Raymundo Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Thursday, October 09, 2014

Subject: Certification of Revenues- Constable Precinct No. 4

Cc: Linda Fong, 1st Assistant Auditor
Becky Luna, Director of Accounting Division
Alvaro Chuc, Financial Accounting Supervisor
Dina Treviño, Assistant Budget Officer

On behalf of the Constable Precinct No. 4, please let this memorandum serve as formal request for the Certification of Revenues in the amount of $1,670.67. These revenues are proceeds from an insurance settlement (AI-46637 CC approval 09/23/14) for an accident that occurred on 08/15/14 and which were receipted and recorded on 09/25/14 in account no. 4-1100-360-00-000-005-0-000.

Additionally, be advised that the appropriation of these revenues will be presented to Commissioners Court for approval on 10/28/14 (AI- 46874).

Thank you for your attention on this matter. If you should have any questions, please do not hesitate to contact me at (956) 292-7025 ext. 5424.

RECEIVED BY
COUNTY AUDITOR
2014 OCT 9 AM 11 34

SCANNED
OCT - 9 2014
INITIALS:

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 179588

Received From: DBM SAFETY BANK OF AMERICA 09/23/14 Date 09/25/14

1	1301101189	DOI: 08/15/14 VIN #1GNLC2E0XDDR230274	4-1100-360-00-000-005-0-000	1,670.67

Total: **1,670.67**

Check Total	1,670.67
Cash Total	.00
Credit Total	.00
Other Total	.00

SAFETY DIVISION
DEPARTMENT OF BUDGET & MANAGEMENT

RECEIVED BY
COUNTY AUDITOR
2014 SEP 24 PM 2 46

REVENUE REMITTANCE - DATE: 09/23/14

TO: HIDALGO COUNTY TREASURER

1 RENTAL REVENUES

A. Credit Account Number 010-363.000.00.
B. Rental Payment

FROM	FOR THE MONTH OF	AMOUNT
Calame, Linebarger, Graham.....		
R. E. Garcia & Associates		
Southwestern Bell		
Star Line Plaza Rac., Inc.		
State Controller - Senator Truan		

2 SHERIFF BOARDING OF STATE PRISONERS (PAPER READY)

A. Credit Account Number 010-342.125.00.
B. Payment for the month of _____, _____

3 INSURANCE REIMBURSEMENTS FROM TEXAS ASSOCIATION OF COUNTIES

A. Credit Account Number _____
B. Explanation: _____

4 OTHER REVENUE OR REIMBURSEMENTS

A. Credit Account Number 4-1100-360-00-000-005-0-000 $1,670.67
B. Explanation: Bank of America Cashier's Check Settlement #1301101189, Vin # 1GNLC2E0XDR230274, DOI: 08/15/14, Auto Accident, Const Precinct 4
Responsible Party: Gloria Sturgis

GRAND TOTAL REMITTED TO TREASURER $1,670.67

APPROVED BY: M. Ricky Alvarez 09.24.14
DEPARTMENT SUPERVISOR DATE

PREPARED BY: _____
ASSISTANT

_____
TREASURER'S RECEIPT NUMBER

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

C. AI-46486 Requesting permission by Paragon Promotionz to host their 2nd Annual Benefit the Children Car, Truck and Bike Show at the courthouse square parking lot on September 27, 2014 from 2:00pm to 10:00pm. Proceeds for this event will be donated to CASA to help children of Hidalgo County with school supplies, uniforms, and other school necessities.

D. AI-46594 Discussion and possible action on an Order authorizing the Proposed Resale of Foreclosed Real Estate Properties pursuant to Texas Property Tax Code Section 34.05 (a), (c) and (d).

E. AI-46492 Right of Way:
Approval of Pipeline Permit Open Cut - Oxy USA Inc, * Crossing 0.70 miles north of 14 Mile Rd on that unnamed road west of the Eyhorn Landfill Subdivision No. 1. * Crossing 0.40 miles from the unnamed road on the west side of the Eyhorn Landfill Subdivision No.1 and being on the unnamed road north of the same Eyhorn Landfill Subdivision No.1 * Crossing 1.62 miles west of FM 2844 on 16 Mile Rd. (Pct. 3)

F. AI-46637 Approval to accept Bank of America settlement cashier check from Gloria A. Sturgis in the amount of $1,670.67 to settle auto accident with County vehicle. (Constable Precinct 4)

8. Constables:

A. AI-46408 Constable Pct. 1 - LBSP (1284):
Discussion and approval of grant extension for the Local Border Security Program 2014 grant (LBSP-14) expiring on August 31, 2014; to be extended until February 28, 2015.

B. AI-46483 Constable Pct. 4:
1. Authorization and approval to purchase through the State of Texas Surplus Property Program under Chapter 2175.001 of the Texas Government Code and Sec. 262.024(a)(9)(C) of the Local Government Code for: One (1) 2008 Ford F-150 XL Super Cab police interceptor model vehicle and equipment (light bars, stalker radar and speakers) for the total amount of $9,430.00.

2. Authorization for Purchasing Department to process a requisition and issue a purchase order and County Treasurer's to cut a check made payable to: Texas Facilities Commission after completion of County Auditor's review procedures.

9. Sheriff's Office:

Bank of America

Cashier's Check

No. 1301101189

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140
MTX

Date 09/19/14 02:52:59 PM

10TH / TRENTON
0001 0002782 0045

Pay BANK OF AMERICA ONE SIX SEVEN ZERO 67 CTSCTS

***$1,670.67

To The Order Of HIDALGO COUNTY
CLAIM#14-08-15-0830

Remitter (Purchased By): GLORIA A. STURGIS

Bank of America, N.A.
SAN ANTONIO, TX

Meredith Sanchez
AUTHORIZED SIGNATURE

⑈1301101189⑈ ⑆114000019⑆ 00164100376 3⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

AI-46874 **Budget and Management 42. A. 0.**

CC - REGULAR

Meeting Date: 10/28/2014

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

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Precinct No. 4 (1100):
Approval of 2014 appropriation of funds for the Constable Precinct No. 4 in the amount of $1,670.67 to fund the repairs for vehicle (unit # 418) that was involved in accident on 08/15/14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-294-001-0-432

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

BUDGETARY IMPACT:

FUNDS AVAILABLE FOR APPROPRIATION IN RESERVED GENERAL FUND ACCOUNT 4-1100-360-00-000-005-0-000 GEN FUND-MISC REV-INSURANCE CLAIMS AS OF 09/25/14.

SEE ATTACHED BACKUP DOCUMENTS.

Date of Incident: 08/15/14
Date of CC approval of settlement: 09/23/14 AI- 46637
Claim# 14-08-15-0830

Attachments

appropriation
backup docs

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)		
Budget & Management		
Auditor's Office		
Purchasing Department		

Form Started By: Rosie Cantu Started On: 10/08/2014

DATE: October 8, 2014

2014
Appropriation
AI-46874

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Constable Precinct No. 4

ACCOUNT NUMBER: 4-1100-421-00-294-001-0-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
4-1100-421-00-294-001-0- 432	Constable Precinct No. 4-	EQUIP&VEH R&M SRV	1,670.67
4-1100-360-00-000-005-0- 000	*Gen Fund-Misc-Rev-*	*Insurance Claims*	*1,670.67*
		TOTAL BUDGET INCREASE (DECREASE)	**1,670.67**

REASON: Appropriation of funds from reserved fund balance (General Fund Miscellaneous Revenue) to fund repairs for vehicle (unit #418). These revenues are proceeds from an insurance settlement (AI-46637 CC approval 09/23/14) for an accident that occurred on 08/14/2014 and which were receipted and recorded on 09/25/14 in account no. 4-1100-360-00-000-005-0-000.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-46637 **Comm. Court Executive Office 7. F.**

CC - REGULAR

Meeting Date: 09/23/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept Bank of America settlement cashier check from Gloria A. Sturgis in the amount of $1,670.67 to settle auto accident with County vehicle. (Constable Precinct 4)

BACKGROUND

DOI 08/15/14 Acct #: 4-1100-360-00-000-005-0-000

Attachments

ck

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/19/2014 03:40 PM
Purchasing Department	Monica Badillo	09/19/2014 06:02 PM

Form Started By: Aida Alvarez Started On: 09/19/2014 03:20 PM

Final Approval Date: 09/19/2014

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 179588

Received From: DBM SAFETY BANK OF AMERICA 09/23/14 Date 09/25/14

1	1301101189	DOI: 08/15/14 VIN #1GNLC2E0XDDR230274	4-1100-360-00-000-005-0-000	1,670.67

Total: **1,670.67**

Check Total	1,670.67
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-47150 **Purchasing Department 22. A. 1.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Hidalgo Count Judges Office **Submitted By:** Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion,consideration, action and/or approval to request authority to advertise an RFP (Request for Proposals for "Professional Energy Consulting Services" for Hidalgo County with approval of procurement packet (i.e., specifications/requirements, legal notice and draft requirement agreement etc.) as attached hereto including the authority to re-advertise project in the event that no reponses are received and/or are rejected and project is still required.

BACKGROUND

Attachments

Exhibit A-Requirements

Exhibit B-Evaluation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/24/2014 01:46 PM
Budget & Management	Veronica Ortiz	10/24/2014 03:45 PM
Manuel Chapa	Manuel Chapa	10/24/2014 04:49 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Darlene Betancourt Started On: 10/24/2014 11:34 AM

Final Approval Date: 10/24/2014

EXHIBIT "A"

SCOPE OF SERVICES/REQUIREMENTS

REQUEST FOR PROPOSALS

Hidalgo County
"PROFESSIONAL ENERGY CONSULTING SERVICES "

(NIGP CODE: 910-16)

RFP: 2014-070-00-00-

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

OVERVIEW:

Hidalgo County is requesting sealed proposals from interested and qualified consultants/firms to provide **"Professional Energy Consulting Services"** related to the procurement and delivery of electricity of its facilities, along with auditing of the electricity bills. will assist with the details of the RFP (if authorized by Hidalgo County Commissioners' Court) to evaluate the proposals and to assist Commissioner's Court during the decision making process and/or to seek proposals from all cooperative purchasing programs utilized and approved by Hidalgo County. The County's current Retail Energy contract expires on, November 30, 2015.

The term of this agreement will commence upon final acceptance of negotiated contract by Commissioner's Court and will continue for a period of two (2) years with Hidalgo County's option to extend one (1) additional year. The final agreement may be terminated by Hidalgo County upon providing consultant a thirty (30) day written notice.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"RFP No: 2014-000-00-00- Professional Energy Consulting Services"** as specified herein. Sealed Proposals will be accepted until **9:30 A.M., _____ 2014. ANY PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to: Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

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The following outlines the Request for Proposal:

SECTION I

GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that sealed proposals must be routed to

US Postal Mail address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE (956)292-7612 OR VIA E-MAIL TO: @co.hidalgo.tx.us BY NO LATER THAN, **Friday, by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Monday, by 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or consultant 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 consultant's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Participants, consultants, consultants and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit "E")** certifying that the submission is: (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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NON-COLLUSION:
Submitters, by submitting the signed Participant's Affidavit (Exhibit E), certify that the accompanying submission is not the result of , or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the consultant.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department **WILL NOT** accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY:
Hidalgo County requires submitters, when hand delivering RFP to make sure that it is stamped with time and date by the County Purchasing Staff.

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

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

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

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TERM OF CONTRACT:

The term of this agreement will commence upon final acceptance of negotiated contract by Commissioner's Court and will continue for a period of two (2) years with the county's option to renew for an additional one (1) years term, at the same rates, terms and conditions. The final agreement may be terminated by Hidalgo County upon providing consultant a 30 day written notice.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions.

DAVIS BACON ACT: (If applicable)

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

SECTION II- SCOPE OF SERVICES/REQUIREMENTS

SCOPE OF SERVICES:

A. The consultant to assist Hidalgo County including, but not limited to the following:

1. Assist in development of the requirements for an RFP (Request for Proposal) for the procurement of electricity services provider to the facilities operated by Hidalgo County.
2. Create RFP to obtain price quotes from RFP's prior to the current electricity contract expiration.
3. Review current electrical billings, meters and identify current contract requirements and/or terms that are of concern to Hidalgo County.
4. Inputting the electrical bill on a customized excel spreadsheet for energy quote comparison.
5. Assist the evaluation of the RFP's for delivery of electric services to Hidalgo County facilities.
6. Assist Hidalgo County's evaluation committee in reviewing the RFP's submitted to the County.
7. Assist in negotiating and reviewing energy contracts and quotes from Retail electric services providers.
8. Meet with County officials to review electrical RFP details such as, company references, financial stability, pricing; pass thru fees, gross receipts tax and other terms of the proposed contract.
9. Assist in providing a recommendation of the proposals received to Commissioner's Court and/or provide answers to any questions posed by Commissioner's Court during the decision making process. Provide a presentation of findings to County staff and Commissioner's Court.
10. Provide an analysis/comparison/assessment of prices, products and contract business terms of the County's electric provider and work the County's legal counsel to negotiate terms of final agreement with County and awarded electric provider.
11. Be available for presentation to Commissioner's Court during the procurement process of the energy contract and during the term of the contract with the energy provider.
12. Be available to provide presentation to commissioner's Court as required by Hidalgo County to Commissioner's Court.

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B. The consultant will be required to provide the following services during the term of the contract (after selection of the electric services provider and during the term of the electric services provider contract).

1. Evaluate the electrical consumption of the County and provide recommendations to reduce energy consumption.
2. Analyze peak hours of electric usage.
3. Monitor and audit utility bills on a monthly basis. Providing month electricity bill audit analysis and yearly budget reports starting upon awarded of contract by Hidalgo County Commissioners' Court and execution of final agreement.
4. Provide support of energy cost reductions, meter consolidation and comply with HB 3693. Provide information needed to conform with SB 12 and HB 3693.
5. Assist with the addition and/or deletion of accounts for county buildings.
6. Resolve billing issues with REP or TDSP and dispute and provide support for bill error credits and corrections and meter additions and/or deletions.
7. Provide recommendations on how to reduce or consolidate the number of meters and meter cost at County facilities.
8. Provide recommendations on energy reduction projects for county facilities.
9. Provide recommendations during new & renovation construction projects on possible energy reduction measures.

REQUEST FOR PROPOSALS

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

RFP SUBMISSION:

A total of one (1) original and seven (7) copies response shall be submitted to: Martha L. Salazar, Purchasing Agent, Hidalgo County Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539 by **no later than 9:30 a.m. on Friday, _____.**

CONTENTS:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

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FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent firm(s), registered and licensed (if applicable) for the services being requested in the RFP and/or do business in the State of Texas, who has experience in, but not limited to:

A. Before a consultant is considered for selection for energy consultant the following qualifications must be demonstrated:
   1. The consultant or his/her firm shall not engage in the sale of energy.
   2. The consultant must disclose any potential conflict of interest with participating in the recommendation of an energy provider.
   3. Consultant shall have experience of at least 3 years working in deregulated working energy markets.
   4. Consultant shall be certified by the State of Texas Public Utilities Commission.
   5. Consultant shall have 3 years experience in negotiating electricity contracts for counties, cities, school districts with the capacity of at least 20,000,00 kwh load.
   6. Consultant shall have 3 years experience in providing competitive assessment and procurement advisory
   7. Provide a list of three (3) references with contact information where the proposed consultant has assisted in obtaining a retail electricity contract.

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.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, etc. **The Proposer(s) should add copies of their Professional Liability Insurance in the response.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Hidalgo County is hereby requesting a lump sum flat rate proposal fee based on the scope of services/requirements.

RFPs must be submitted by **no later than 9:30 a.m. on _____.**

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RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, **Attn: , via email**: @co.hidalgo.tx.us, 2812 South Business Highway 281, Edinburg Texas 78539. ***TELEPHONE CALLS WILL NOT BE ACCEPTED!***

Any/All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

SECTION III- SELECTION/EVALUATION/RANKING

SELECTION PROCEDURES/EVALUATION SYSTEM:
The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

A. Evaluation Committee selected by Hidalgo County Commissioner's Court, Elected Official or User Department will review, score and evaluate the Request for Proposals (RFP's) responses received.

B. After the RFP responses have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

C. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

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SCORING AND EVALUATION PROPOSALS

Proposals will be evaluated and scored for innovation and completeness, in response to each of the elements outlined in the Scope of Services including but not be limited to, the items listed below:

1. Qualifications/Experience: 40pts

a. Experience in negotiating electricity contract for counties, cities, school districts with at least 20,000,000 kwh load, which must be identifies in this RFP .

b. Certified by the State of Texas Public Utilities Commission

2. Capacity to perform services: 30pts.
   a. Consultant shall have a proven record in providing competitive assessment and procurement advisory services for the procurement & audit of electricity.
   b. Provide resumes on key personnel that have more than three (3) years experience working in deregulated energy markets.
   c. Identify team members to be assigned to Hidalgo County's accounts, including qualifications.
   d. List of three (3) references with contact information where the proposed consultant or firm has assisted in obtaining a retail energy contract.

3. Knowledge of Rules, Regulation, Codes and Other Information: 20pts
   a. Knowledge of utility rate schedules TDSP Tariff's.
   b. Provide written documentation communicating your knowledge of rules, regulations, codes and other information.

.

4. Understanding & Capacity to provide suggestions and ideas for Energy Savings to Hidalgo County. 10pts
   a. Provided traditional savings efforts for energy savings for future for Hidalgo County.

Total 100 points

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EVALUATION PROCESS

All proposals will be examined by Hidalgo County Purchasing Department Staff and/or designated committee.

The evaluators will consider the most cost productive, efficient and effective plan. Emphasis will be placed on qualitications, as well as meeting the needs of the using department(s). While Hidalgo County appreciates a brief straight forward and concise reply, the participants must fully understand that the evaluation is based on the information provided herein Accuracy and completeness are essential. Omissions, ambiguous or equivocal statements may be construed against the participant. The proposal response may be incorporated into any contract, which results from this RFP, and participants are cautioned not to make claims or statements, which they are not prepared to commit to contractually. Failure of the participant to meet such claims will result in a requirement that the vendor provide the resources necessary to meet submitted claims.

Hidalgo County, reserves the right to accept such a proposal if it is determined to be in the best interest of Hidalgo County.

Hidalgo County may initiate discussions with selected participants(s); however, discussions **may not** be initiated by participants. Hidalgo County expects to conduct discussions with participant's representatives authorized to contractually obligate the vendor with an offer. Consultant(s) shall not contact any personnel of Hidalgo County during the RFP process without the express permission from the Office of the Hidalgo County Purchasing Agent. Hidalgo County Purchasing may disqualify any participant who has made site visits, contacted any personnel of Hidalgo County, or distributed any literature without authorization from the Purchasing Department.

All documents will be held by Hidalgo County and are NOT subject to public view until an award is made. Under the Request for Proposal process, sealed offers will be received and opened in the Office of the Hidalgo County Purchasing Agent. At and after opening, proposals will NOT be part of the public record and subject to disclosure, but will be kept confidential until time of award. When an award is made, proposals are subject to review under the "Public Information Act". To the extent permitted by law, participants may request in writing non-disclosure of confidential data. Such data shall accompany the proposal, be readily separable from the proposal, and shall be CLEARLY MARKED "CONFIDENTIAL".

NEGOTIATION PROCESS:

The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFPs.

TERMINATION OF SERVICES:

Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with thirty (30) days written notice prior to cancellation.

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EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY

REQUEST FOR PROPOSAL

"PROFESSIONAL ENERGY CONSULTING SERVICES "

RFP No.: 2014-000-00-00

DRAFT

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SELECTION/EVALUATION/RANKING CRITERIA

The respondent's RFP will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFP Evaluation Form."

1. **QUALIFICATIONS/EXPERIENCE: (40) POINTS**

- Experience in negotiating electricity contracts for other jurisdiction such as: counties, cities, school district of Similar size as Hidalgo County and with at least 20,000,000 kwh load, which must be identified in this RFP.
- Consultant shall be certified by the State of Texas Public Utilities Commission.

2. **CAPACITY TO PERFORM SERVICES: (30) POINTS**

- Consultant shall have a proven record in providing competitive assessment and procurement advisory services for the procurement & audit of electricity.
- Provided resumes on key personnel that have more than three (3) years experience working in deregulated energy markets.
- Indentify team members to be assigned to Hidalgo County's accounts, including qualifications.
- List of Three (3) references with contact information where proposed consultant or firm has assisted in obtaining retail energy contracts.

3. . **COST/NEGOTIATION RECOVERIES: (20) POINTS**

- The Energy Management Consultant must provide price rate structure;
- The Energy Management Consultant must provide references supporting contractor's effectiveness for negotiating recoveries.

4. **UNDERSTANDING, SUGGESTIONS AND FUTURE IDEAS FOR ENERGY SAVING TO HIDALGO COUNTY. (10) POINTS**

- Provided Traditional savings efforts for energy savings for future for Hidalgo County.

TOTAL: 100 POINTS

EVALUATION PROCESS

All proposals will be examined by Hidalgo County Purchasing Department Staff and designated committee.

The evaluators will consider the most efficient and effective plan. Emphasis will be placed on experience, as well as meeting the needs of the using departments (s). While Hidalgo County appreciates a brief straight forward and concise reply, the participants must fully understand that the evaluation

DRAFT

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HIDALGO COUNTY
"ENERGY MANAGEMENT CONSULTANT"
RFP NO: 2014-070-00-00CGA
RFP EVALUATION FORM

Selection Criteria	**Points**	**Score**

1. **QUALIFICATIONS/EXPERIENCE: (40) POINTS**
Experience in negotiating electricity contracts for other jurisdiction such as: counties, cities, school district of Similar size as Hidalgo County and with at least _____kwh load, which must be identified in this RFP. **(30 points)**
Consultant shall be certified to perform these services by the State of Texas Public Utilities Commission **(10 points)**

0-40 _____

Comments/Rationale For Points:_____

2. **CAPACITY TO PERFORM SERVICES: (30) POINTS**
Consultant shall have a proven record in providing competitive assessment and procurement advisory services for the procurement & audit of electricity. **(15 points)**
Provided resumes on key personnel that have more than three (3) years experience working in deregulated energy markets. **(5 points)**
Indentify team members to be assigned to Hidalgo County's accounts, including qualifications. **(5 points)**
List of Three (3) references with contact information where proposed consultant or firm has assisted in obtaining retail energy contracts. **(5 points)**

0-30 _____

Comments/Rationale For Points:_____

3. **COST/NEGOTIATION RECOVERIES:**
The Energy Management Consultant must provide price rate structure; **(10 points)**
The Energy Management Consultant must provide references supporting contractor's effectiveness for negotiating recoveries.**(10 points)**

0-20 _____

Comments/Rationale For Points:_____

4. **CAPACITY TO PROVIDE SUGGESTIONS AND IDEAS FOR FUTURE ENERGY SAVING TO HIDALGO COUNTY (10) POINTS**

0-10 _____

Comments/Rationale For Points:_____

Provider: _____ **Total :** _____

Evaluator: _____ Date: _____

DRAFT

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AI-46788 **Purchasing Department** **22. A. 2.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for award by CC of sole responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements including approval of the contract for: RFB titled: Hidalgo County (for all funding sources) Laboratory Services through project No.: 2014-288-10-01-MEG

BACKGROUND

1. Contract expires on November 29, 2014
2. Contract will commence on November 30, 2014

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-002-0-339

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

BUDGETARY IMPACT:

Available balance as of 10-24-14 $7,824.12

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-32-330-001-0-331

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

BUDGETARY IMPACT:

Available balance as of 10-24-14 $10,032.77

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

various accounts (county wide)

Attachments

tab sheet

Recommendation from depts and resolution letter

contract w legal

log

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/21/2014 09:40 AM
Budget & Management	Veronica Ortiz	10/22/2014 08:20 AM
Glinda Pacheco	Veronica Ortiz	10/22/2014 08:23 AM
Manuel Chapa	Manuel Chapa	10/24/2014 04:23 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Elena Gomez Started On: 10/01/2014 12:36 PM

Final Approval Date: 10/24/2014

TABULATION SHEET "HIDALGO COUNTY -LABORATORY SERVICES" BID NO. 2014-288-10-01-MEG		
Item #	**DIAGNOSTIC PROCEDURES**	**PARTICIPATING VENDOR** **Center of Disease Detection San Antonio, Texas 78233**
1	ABO and Rh	11.00
2	Accult Blood, Feces	40.00
3	Acute Hepatitis Panel	40.00
4	AFB Smear and Culture w/ Susceptibilities	30.00
5	Affirm (Trich, G. Vaginalis, Candida)	38.00
6	Aerobic Bacterial Culture	22.00
7	Amylase	9.00
8	Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed	7.00
9	Antinuclear Antibodies. *Results*	9.00
10	Aspergillosis Immunodiffussion	50.00
11	B_{12} and Folate	15.00
12	Bacterial Vaginosis/Baginitis (Trich, G. Vaginalis, & Candida)	38.00
13	Basic Metabolic Panel	7.00
14	BUN	3.00
15	Carbamazipine levels	15.00
16	CBC w Diff w/ Plt.	6.00
17	CBC w Diff w/o Plt.	6.00
18	CBC w/ diff and platelets.	6.00
19	CBC w/o Diff w Plt.	6.00
20	CBC w/o Diff w/o Plt.	6.00
21	CD4 Count	50.00
22	CEA.	75.00
23	Chem 24	8.00
24	Chlamydia/GC DNA Probe w/confirmation on positives.	18.00
25	Chlamydia/GC (out of vial)	18.00
26	Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives	18.00
27	Chlamydia/GC DNA Probe w/out confirmation.	18.00
28	Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives	18.00
29	Cholesterol Total	4.00
30	Ck,Total	8.00
31	Comp Metabolic Panel	8.00
32	Creatinine.	4.00
33	24hr. Creatinine Clearance	7.00
34	Cult, Campylobac	50.00
35	Culture, Aerob/Anaer	45.00
36	Cultures (wound and urine)	44.00
37	Culture (& Sensitivity)- Wound	22.00
38	Digoxin.	17.50
39	Dilantin levels	17.00
40	Draw Fee, Psc Spec	n/a
41	Drug screens (serum and urine)	25.00
42	Electrolyte Panel	4.00
43	Eosinophil Ct, (B)	30.00
44	Fecal Fat, Qual	30.00
45	Fecal Globin by Immuniochemistry (FOB)	45.00
46	Fecal Leukocyte Stn	25.00
47	Ferritin	4.00
48	FSH and LH.	16.00

49	Fungus Culture	40.00
50	Fungal CF Panel	250.00
51	Genital Culture, Routine	20.00
52	Giardia Ag Detection	25.00
53	Glucose Gestational Screen 50 Gram	6.00
54	Glucose, Plasma	3.00
55	Glucose Serum	4.00
56	Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams	17.50
57	Group B Strep Colonization Detection Cult/DNA Probe	12.50
58	H & H	3.50
59	hCG, Beta Subunit, Qual	8.00
60	HCG, Beta Subunit, qualitative	8.00
61	hCG, Beta Subunit, Quant	8.00
62	HCG, Beta Subunit, quantitative	8.00
63	Hdl-Cholesterol	3.50
64	Helicobacter pylori lgG.	20.00
65	Hematocrit	3.50
66	Hemoglobin A1C w/MBG	8.00
67	Hemoglobin	3.50
68	Hep A Igm Ab	10.00
69	Hepatic Function Panel	5.00
70	Hepatitis B Surface Antibody	10.00
71	Hepatitis B Surface Antigen	10.00
72	Hepatitis B Surface Antigen with confirmation	10.00
73	Hepatitis C Antibody	10.00
74	Herpes Culture	20.00
75	Hgal c.	?
76	HIV-1 Antibodies	12.00
77	HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex)	12.00
78	HIV Western Blot, if HIV positive	40.00
79	HIV-2 Antibody EIA if Western Blot positive	12.00
80	HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive	40.00
81	H-pylori	20.00
82	H. Pylori (serum)	100.00
83	HPV Genotypes 16, 18	40.00
84	HPV High Risk	40.00
85	Hsv 1/2 Herpeselect	31.00
86	HSV ½	31.00
87	Iron and IBC	7.00
88	Iron, Total & Ibc	7.00
89	Lead	8.00
90	Lipid Panel	9.00
91	Lithium levels	8.50
92	Liver enzyme panel	5.00
93	Magnesium	30.00
94	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)	45.00
95	Maternal Serum Screen 5 (Penta)	350.00
96	Myoglobin	75.00
97	Myoglobin (U)	75.00
98	New Born Screening	?
99	Occult Blood	40.00
100	Ova & Parasites	18.00
101	Phenytoin	17.00
102	Platelet Count	3.50
103	Potassium	3.50
104	PreGen-Plus	?
105	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella	52.00
106	Prolactin	10.00
107	Prothrombin Time (PT)	n/a

108	PSA	12.00
109	PTT Activated	N/a
110	RBC Count	3.50
111	Renal Function Panel	5.50
112	Rheumatoid Arthritis Factor	7.50
113	RPR	5.00
114	RPR Titer	n/c
115	RPR with reflex to titer & confirmatory testing	5.00
116	RPR (Monitor) with Reflex to Titer (without confirmations)	5.00
117	RPR (DX) Refelx FTA-ABS	5.00
118	Rubella Antibodies, IgG.	7.50
119	Sed Rate, Westergren	n/a
120	Stat Assay 1	10.00
121	Stat Assay 2	10.00
123	Stool Culture	12.50
124	Surpath (Liquid pap smear) includes HPV, GC/Chlamydia	75.50
125	Surpath Pathology if pap smear abnormal	7.00
126	Surpath with CT/GC (out of the vial)	35.50
127	Thin Prep Pap Test	18.00
128	T_3 Uptake	5.00
129	T-4 (Thyroxine)	4.00
130	T-4 Free	4.50
131	Testosterone	17.50
132	Throat, Beta-Hemolytic Strep Cult, Group A.	25.00
133	Thyroid Cascade Profile	15.00
134	Thyroid panel	8.50
135	Thyroxine (T_4)	4.00
136	Total Electrophoresis	100.00
137	Total Iron and TIBC	7.00
138	Tp Rand (U) W/Creat	8.00
139	Triglycerides	3.50
140	TSH, 3rd generation	6.50
141	TSH	6.50
142	TSH with Reflex to Free T4	7.50
143	Ua, Complete	5.00
144	UA.	5.00
145	Upper Respitory Culture, Routine	125.00
146	Uric Acid	4.00
147	Urinalysis (Microscopic on Positives)	5.00
148	Urine Culture, Routine. Urine Culture (& Sensitivity), Routine	22.00
149	Urine, complete	22.00
150	Uric Acid	4.00
151	Valporic acid levels	12.00
152	Valproic Acid	12.00
153	VDRL.	10.00
154	Vitamin B-12	6.18
155	WBC Count	17.00
156	WBC Differential	n/a

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

MEMORANDUM

(Department's Recommendation)

TO: **All Department Heads**

FROM Elena Gomez, Buyer II EG
Hidalgo County Purchasing Dept.

DATE: October 1, 2014

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2014-288-10-01-MEG- **Hidalgo County (all funding sources)**
-***"LABORATORY SERVICES"***

We have received a sole response to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response by **not later than October 06, 20014 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **elena.gomez@co.hidalgo.tx.us**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 4-1100-423-21-280-002-0-339

Recommendations/Concerns: _____

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Daniel Garcia	HC-50	10-14-14

Enclosures

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

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 4-1100-423-32-330-001-0-

Recommendations/Concerns: _____

Israel "Buddy" Silva Jr.	Juvenile Probation	10/15/14
PRINTED NAME	**DEPARTMENT**	**DATE**

AUTHORIZED SIGNATURE

Enclosures

RESOLUTION

A WRITTEN RESOLUTION AUTHORIZING SENDING NOTICE TO ALL HEALTHCARE PROVIDERS, AND PHARMACIES AND AUTHORIZING THE COUNTY TO PAY INDIGENT AND MEDICAID RATES FOR THE CARE OF INMATES IN THE CUSTODY OF HIDALGO COUNTY

BE IT RESOLVED THAT, that the Commissioners Court of Hidalgo County hereby resolves and authorizes that effective September 25, 2007, Hidalgo County will only pay current indigent or Medicaid rates for all health care and drugs provided to inmates who are in the custody of Hidalgo County and hereby authorizes the sending of written notice by the County Auditors to all health care providers and pharmacies notifying them that Hidalgo County will only pay current indigent or Medicaid rates for all health care and drugs provided to inmates who are in the custody of Hidalgo County.

NOW, THEREFORE be it resolved, that the Commissioners Court of Hidalgo County hereby approves the above resolution.

Juan D Saldana, III
County Judge

Sylvia S Handy
Commissioner Precinct 1

Hector "Tito" Palacios
Commissioner Precinct 2

Joe M Flores
Commissioner Precinct 3

Oscar Garza, Jr.
Commissioner Precinct 4

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-288-10-28

THIS CONTRACT is made and entered into this **28th Day** of **October, 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Center for Disease Detection, LLC,** (the " Company").

WHEREAS, Company responded to advertised notices for bids for **"LABORATORY SERVICES",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications described in Exhibits A and B within Hidalgo County following a request for Services by the Commissioners Court or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **November 30, 2014** and ending on **November 29, 2015** and may be extended at the sole discretion of County for an additional two (2)-one (1) year periods at the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall

comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Services provided for in this Contract, the Company agrees to pay the County the amounts as specified in Exhibit "B" as attached hereto and payable against sequentially numbered detailed manifest or invoices for each collection submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Department User, within thirty (30) days of submitting such weight tickets. Contract number to be referenced on each manifest or invoices.

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

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

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

10. This Contract shall not be assignable in whole or in part by either party

without prior written consent of the other party.

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

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

If to County:	**The County of Hidalgo** **Attn: County Judge** **302 W. University Drive** **Edinburg, Texas 78539**
If to Company:	**Center for Disease Detection** **Attn: Michael E. Kossman** **11603 Crosswinds Way, Suite 100** **San Antonio, Texas 78233**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. Immunities: Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person,

entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Center for Disease Detection

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen Crain

APPROVED BY COMMISSIONERS COURT:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

September 15, 2014

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (all funding sources)
Request for Bids -"***LABORATORY SERVICES***"
Bid No: 2014-288-10-01-MEG

Dear Prospective Bidders:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

CHECKLIST
REQUEST FOR BID (RFB)
"HIDALGO COUNTY (all funding sources)
"Laboratory Services"
BID NO.: 2014-288-10-01-MEG

1. Request For Bid Letter, consists of 1 page.
2. Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications, consisting of 6 pages.
4. Exhibit "B" Bid Page, consisting of 4 pages.
5. Exhibit "C" Insurance Requirements, consisting, of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of 1 page,
7. Vendor/Bidder Application and W-9 form, consisting of 6 pages.
8. Certification Regarding Debarment, consists of 1 pages
9. Draft Service Contract, consisting of 9 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

9/15/14
Date

Bid No: 2014-288-10-01-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

(All funding sources)

"LABORATORY SERVICES"

BID OPENING DATE: October 01, 2014 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (all funding sources) LABORATORY SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID- 2014-288-10-01-MEG- HIDALGO COUNTY-**(all funding sources) **LABORATORY SERVICES"** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, October 1, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2014-288-10-01-MEG-RFB-HIDALGO COUNTY-(all funding sources) **LABORATORY SERVICES".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS**:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation-**"HIDALGO COUNTY-**(all funding sources) **LABORATORY SERVICES** 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:

Ray Eufracio, Auditor
Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**October 01, 2014**
Award of Contract	_____ 2014
Commence Work or Deliver Products	_____, 2014

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing

the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
(All funding sources)
"LABORATORY SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County (all funding sources)
"Laboratory Services"
BID NO.: 2014-288-10-01-MEG

Hidalgo County is requesting bidder(s) from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide "***Laboratory Services***" in a timely manner; ensure that such services meet the county and state jail standards; ensure quality, yet be cost effective.

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County. These requirements and/or specifications must be **equal or better**, including, but not limited to, the following:

SPECIFICAITONS/REQUIREMENTS

1) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

2) Any/all health care services provided to inmates who are in the custody of Hidalgo County will only pay (apply) current Medicaid rates when invoicing charges are greater than the Medicaid rate fees. (*as referred and attached hereto and approved by Commissioner's court on September 25, 2007)*

3) Any test/and or service required by our medical personnel that is not mentioned on the contract, such service(s) will also be paid under Medicaid rates fee. (*as referred and attached hereto and approved by Commissioner's court on September 25, 2007)*

4) Specimens will be collected by Hidalgo County Staff.

5) Provide at least one (1) accessible lab location to refer patients for collection if specimen cannot be collected by Hidalgo County staff (i.e. Edinburg). Laboratory will be responsible for delivery/processing of such specimens when necessary.

6) Electronic Lab results are required.

7) All certificates, licenses, etc. for laboratory to operate in the State of Texas are required and copies must be submitted with bid. *(Including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification)*

8) All supplies must be provided to Hidalgo County for all required testing and results must be available and provided within 24 hours.

TERMS AND CONDITIONS

1. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year terms.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

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

5. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

6. Hidalgo County reserves the right to award to one (1) or multiple vendors whichever is more valuable to the County.

7. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

8. Hidalgo County reserves the right to add or delete locations as it deems in the best interest of the County.

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

10. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

11. All services will be on an "**As Needed Basis**", there are no set quantities to be requested only approximations.

12. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the EXHIBIT "C" for limits).

13. 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.

LOCATIONS/CLINICS
HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT **Contact Person: Elena Gaitan 956-587-6200**
Judge Mario E. Ramirez, Jr. Juvenile Justice Center 1001 N Doolittle Edinburg, TX 78541
HIDALGO COUNTY SHERIFF'S OFFICE **Contact Person: Juan Tapia 956-383-8114**
Hidalgo County Jail 701 El Cíbolo Rd. Edinburg, TX 78539

SERVICES REQUIRED:

The vendor shall provide qualified and trained personnel and certified licensed facilities for the laboratory services. Laboratory testing services shall; include, but is not limited to the following services:

1	ABO and Rh
2	Accult Blood, Feces
3	Acute Hepatitis Panel
4	AFB Smear and Culture w/ Susceptibilities
5	Affirm (Trich, G. Vaginalis, Candida)
6	Aerobic Bacterial Culture.
7	Amylase.
8	Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed
9	Antinuclear Antibodies. *Results*
10	Aspergillosis Immunodiffussion
11	B_{12} and Folate.
12	Bacterial Vaginosis/Baginitis (Trich, G. Vaginalis, & Candida)
13	Basic Metabolic Panel.
14	BUN
15	Carbamazipine levels.
16	CBC w Diff w/ Plt.
17	CBC w Diff w/o Plt.
18	CBC w/ diff and platelets.
19	CBC w/o Diff w Plt.
20	CBC w/o Diff w/o Plt.
21	CD4 Count
22	CEA.
23	Chem 24.
24	Chlamydia/GC DNA Probe w/confirmation on positives.
25	Chlamydia/GC (out of vial)
26	Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives
27	Chlamydia/GC DNA Probe w/out confirmation.
28	Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives
29	Cholesterol Total
30	Ck,Total
31	Comp Metabolic Panel
32	Creatinine.
33	24hr. Creatinine Clearance
34	Cult, Campylobac
35	Culture, Aerob/Anaer
36	Cultures (wound and urine)
37	Culture (& Sensitivity)- Wound
38	Digoxin.
39	Dilantin levels.
40	Draw Fee, Psc Spec
41	Drug screens (serum and urine).
42	Electrolyte Panel.
43	Eosinophil Ct, (B)
44	Fecal Fat, Qual
45	Fecal Globin by Immuniochemistry (FOB)
46	Fecal Leukocyte Stn
47	Ferritin

48	FSH and LH.
49	Fungus Culture
50	Fungal CF Panel
51	Genital Culture, Routine.
52	Giardia Ag Detection
53	Glucose Gestational Screen 50 Gram
54	Glucose, Plasma.
55	Glucose Serum
56	Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams
57	Group B Strep Colonization Detection Cult/DNA Probe.
58	H & H
59	hCG, Beta Subunit, Qual.
60	HCG, Beta Subunit, qualitative
61	hCG, Beta Subunit, Quant.
62	HCG, Beta Subunit, quantitative
63	Hdl-Cholesterol
64	Helicobacter pylori lgG.
65	Hematocrit.
66	Hemoglobin A1C w/MBG.
67	Hemoglobin.
68	Hep A Igm Ab
69	Hepatic Function Panel.
70	Hepatitis B Surface Antibody.
71	Hepatitis B Surface Antigen.
72	Hepatitis B Surface Antigen with confirmation
73	Hepatitis C Antibody.
74	Herpes Culture.
75	Hgal c.
76	HIV-1 Antibodies.
77	HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex)
78	HIV Western Blot, if HIV positive
79	HIV-2 Antibody EIA if Western Blot positive
80	HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive
81	H-pylori.
82	H. Pylori (serum)
83	HPV Genotypes 16, 18
84	HPV High Risk
85	Hsv 1/2 Herpeselect
86	HSV ½
87	Iron and IBC.
88	Iron, Total & Ibc
89	Lead
90	Lipid Panel
91	Lithium levels.
92	Liver enzyme panel.
93	Magnesium.
94	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)
95	Maternal Serum Screen 5 (Penta)
96	Myoglobin
97	Myoglobin (U)
98	New Born Screening
99	Occult Blood.
100	Ova & Parasites.
101	Phenytoin.
102	Platelet Count.
103	Potassium.
104	PreGen-Plus.

105	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella
106	Prolactin.
107	Prothrombin Time (PT).
108	PSA.
109	PTT Activated.
110	RBC Count.
111	Renal Function Panel.
112	Rheumatoid Arthritis Factor.
113	RPR.
114	RPR Titer
115	RPR with reflex to titer & confirmatory testing
116	RPR (Monitor) with Reflex to Titer (without confirmations)
117	RPR (DX) Refelx FTA-ABS
118	Rubella Antibodies, IgG.
119	Sed Rate, Westergren.
120	Stat Assay 1
121	Stat Assay 2
123	Stool Culture.
124	Surpath (Liquid pap smear) includes HPV, GC/Chlamydia
125	Surpath Pathology if pap smear abnormal
126	Surpath with CT/GC (out of the vial)
127	Thin Prep Pap Test
128	T_3 Uptake.
129	T-4 (Thyroxine)
130	T-4 Free
131	Testosterone.
132	Throat, Beta-Hemolytic Strep Cult, Group A.
133	Thyroid Cascade Profile.
134	Thyroid panel
135	Thyroxine (T_4).
136	Total Electrophoresis
137	Total Iron and TIBC
138	Tp Rand (U) W/Creat
139	Triglycerides
140	TSH, 3rd generation.
141	TSH.
142	TSH with Reflex to Free T4
143	Ua, Complete
144	UA.
145	Upper Respitory Culture, Routine.
146	Uric Acid
147	Urinalysis (Microscopic on Positives).
148	Urine Culture, Routine. Urine Culture (& Sensitivity), Routine
149	Urine, complete
150	Uric Acid
151	Valporic acid levels.
152	Valproic Acid
153	VDRL.
154	Vitamin B-12
155	WBC Count.
156	WBC Differential.

ADDITIONAL INFORMATION:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Elena Gomez, Buyer II, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail elena.gomez@co.hidalgo.tx.us by no LATER THAN, **Wednesday, September 22, 2014 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Thursday September 25, 2014 by 5:00 p.m.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

RESOLUTION

A WRITTEN RESOLUTION AUTHORIZING SENDING NOTICE TO ALL HEALTHCARE PROVIDERS, AND PHARMACIES AND AUTHORIZING THE COUNTY TO PAY INDIGENT AND MEDICAID RATES FOR THE CARE OF INMATES IN THE CUSTODY OF HIDALGO COUNTY

BE IT RESOLVED THAT that the Commissioners Court of Hidalgo County hereby resolves and authorizes that effective September 25, 2007, Hidalgo County will only pay current indigent or Medicaid rates for all health care and drugs provided to inmates who are in the custody of Hidalgo County and hereby authorizes the sending of written notice by the County Auditors to all health care providers and pharmacies notifying them that Hidalgo County will only pay current indigent or Medicaid rates for all health care and drugs provided to inmates who are in the custody of Hidalgo County.

NOW, THEREFORE be it resolved, that the Commissioners Court of Hidalgo County hereby approves the above resolution.

Juan D Saldana, III
County Judge

Sylvia S Handy
Commissioner Precinct 1

Hector "Tito" Palacios
Commissioner Precinct 2

Joe M Flores
Commissioner Precinct 3

Oscar Garza, Jr.
Commissioner Precinct 4

EXHIBIT "B"
Bid Page
HIDALGO COUNTY (all funding sources)
"LABORATORY SERVICES"
BID No. 2014-288-10-01-MEG

FOR INTERNAL USE ONLY
(NIGP commodity codes)
948-55-50 Medical Services; Physical Exam
948-55-83-Tests, Clinical Laboratory, Non-Drug Screenings;
948-55-84-Tests, Clinical Laboratory, Drug Screenings

Item #	DIAGNOSTIC PROCDURES	UNIT COST
1	ABO and Rh	$
2	Accult Blood, Feces	$
3	Acute Hepatitis Panel	$
4	AFB Smear and Culture w/ Susceptibilities	$
5	Affirm (Trich, G. Vaginalis, Candida)	$
6	Aerobic Bacterial Culture	$
7	Amylase	$
8	Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed	$
9	Antinuclear Antibodies. *Results*	$
10	Aspergillosis Immunodiffussion	$
11	B_{12} and Folate	$
12	Bacterial Vaginosis/Baginitis (Trich, G. Vaginalis, & Candida)	$
13	Basic Metabolic Panel	$
14	BUN	$
15	Carbamazipine levels	$
16	CBC w Diff w/ Plt.	$
17	CBC w Diff w/o Plt.	$
18	CBC w/ diff and platelets.	$
19	CBC w/o Diff w Plt.	$
20	CBC w/o Diff w/o Plt.	$
21	CD4 Count	$
22	CEA.	$
23	Chem 24	$
24	Chlamydia/GC DNA Probe w/confirmation on positives.	$
25	Chlamydia/GC (out of vial)	$
26	Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives	$
27	Chlamydia/GC DNA Probe w/out confirmation.	$
28	Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives	$
29	Cholesterol Total	$
30	Ck,Total	$
31	Comp Metabolic Panel	$
32	Creatinine.	$
33	24hr. Creatinine Clearance	$
34	Cult, Campylobac	$
35	Culture, Aerob/Anaer	$
36	Cultures (wound and urine)	$
37	Culture (& Sensitivity)- Wound	$
38	Digoxin.	$
39	Dilantin levels	$
40	Draw Fee, Psc Spec	$
41	Drug screens (serum and urine)	$
42	Electrolyte Panel	$
43	Eosinophil Ct, (B)	$
44	Fecal Fat, Qual	$
45	Fecal Globin by Immuniochemistry (FOB)	$

46	Fecal Leukocyte Stn	$
47	Ferritin	$
48	FSH and LH.	$
49	Fungus Culture	$
50	Fungal CF Panel	$
51	Genital Culture, Routine	$
52	Giardia Ag Detection	$
53	Glucose Gestational Screen 50 Gram	$
54	Glucose, Plasma	$
55	Glucose Serum	$
56	Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams	$
57	Group B Strep Colonization Detection Cult/DNA Probe	$
58	H & H	$
59	hCG, Beta Subunit, Qual	$
60	HCG, Beta Subunit, qualitative	$
61	hCG, Beta Subunit, Quant	$
62	HCG, Beta Subunit, quantitative	$
63	Hdl-Cholesterol	$
64	Helicobacter pylori lgG.	$
65	Hematocrit	$
66	Hemoglobin A1C w/MBG	$
67	Hemoglobin	$
68	Hep A Igm Ab	$
69	Hepatic Function Panel	$
70	Hepatitis B Surface Antibody	$
71	Hepatitis B Surface Antigen	$
72	Hepatitis B Surface Antigen with confirmation	$
73	Hepatitis C Antibody	$
74	Herpes Culture	$
75	Hgal c.	$
76	HIV-1 Antibodies	$
77	HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex)	$
78	HIV Western Blot, if HIV positive	$
79	HIV-2 Antibody EIA if Western Blot positive	$
80	HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive	$
81	H-pylori	$
82	H. Pylori (serum)	$
83	HPV Genotypes 16, 18	$
84	HPV High Risk	$
85	Hsv 1/2 Herpeselect	$
86	HSV ½	$
87	Iron and IBC	$
88	Iron, Total & Ibc	$
89	Lead	$
90	Lipid Panel	$
91	Lithium levels	$
92	Liver enzyme panel	$
93	Magnesium	$
94	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)	$
95	Maternal Serum Screen 5 (Penta)	$
96	Myoglobin	$
97	Myoglobin (U)	$
98	New Born Screening	$
99	Occult Blood	$

100	Ova & Parasites	$
101	Phenytoin	$
102	Platelet Count	$
103	Potassium	$
104	PreGen-Plus	$
105	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella	$
106	Prolactin	$
107	Prothrombin Time (PT)	$
108	PSA	$
109	PTT Activated	$
110	RBC Count	$
111	Renal Function Panel	$
112	Rheumatoid Arthritis Factor	$
113	RPR	$
114	RPR Titer	$
115	RPR with reflex to titer & confirmatory testing	$
116	RPR (Monitor) with Reflex to Titer (without confirmations)	$
117	RPR (DX) Refelx FTA-ABS	$
118	Rubella Antibodies, IgG.	$
119	Sed Rate, Westergren	$
120	Stat Assay 1	$
121	Stat Assay 2	$
123	Stool Culture	$
124	Surpath (Liquid pap smear) includes HPV, GC/Chlamydia	$
125	Surpath Pathology if pap smear abnormal	$
126	Surpath with CT/GC (out of the vial)	$
127	Thin Prep Pap Test	$
128	T_3 Uptake	$
129	T-4 (Thyroxine)	$
130	T-4 Free	$
131	Testosterone	$
132	Throat, Beta-Hemolytic Strep Cult, Group A.	$
133	Thyroid Cascade Profile	$
134	Thyroid panel	$
135	Thyroxine (T_4)	$
136	Total Electrophoresis	$
137	Total Iron and TIBC	$
138	Tp Rand (U) W/Creat	$
139	Triglycerides	$
140	TSH, 3rd generation	$
141	TSH	$
142	TSH with Reflex to Free T4	$
143	Ua, Complete	$
144	UA.	$
145	Upper Respitory Culture, Routine	$
146	Uric Acid	$
147	Urinalysis (Microscopic on Positives)	$
148	Urine Culture, Routine. Urine Culture (& Sensitivity), Routine	$
149	Urine, complete	$
150	Uric Acid	$
151	Valporic acid levels	$
152	Valproic Acid	$
153	VDRL.	$

154	Vitamin B-12	$
155	WBC Count	$
156	WBC Differential	$

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC / AGG	$ / $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

☐

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS FORM MUST ACCOMPANY BID PACKET)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds (if applicable): _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

(THIS FORM MUST ACCOMPANY BID PACKET)

EXHIBIT "D"

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.	OFFICE USE ONLY
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.	Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐**Yes** ☐ **No**

If yes, by whom?: ☐ **Texas Building & Procurement Commission** ☐ **Other**_____

Indicate Certification No(s).:_____ **or Are Certificate(s) Attached?:** ☐ **Yes** ☐ **No**

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

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

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-288-00-00

THIS CONTRACT is made and entered into this ____ Day of _____, **2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **"LABORATORY SERVICES",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the

term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications described in Exhibits A and B within Hidalgo County following a request for Services by the Commissioners Court or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____, **2014** and ending on _____, **2015** and may be extended at the sole discretion of County for an additional two (2)-one (1) year periods at the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Services provided for in this Contract, the Company agrees to pay the County the amounts as specified in Exhibit "B" as attached hereto and payable against sequentially numbered detailed manifest or invoices for each collection submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Department User, within thirty (30) days of submitting such weight tickets. Contract number to be referenced on each manifest or invoices.

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

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

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

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

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

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

If to County: **The County of Hidalgo**
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company: _____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be

enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen Crain

APPROVED BY COMMISSIONERS COURT:_____

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

EXHIBIT "B"
VENDOR'S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"
Bid Page
HIDALGO COUNTY (all funding sources)
"LABORATORY SERVICES"
BID No. 2014-288-10-01-MEG

OPENED 10/9/14 9:45am Witnessed

FOR INTERNAL USE ONLY
(NIGP commodity codes)
948-55-50 Medical Services; Physical Exam
948-55-83-Tests, Clinical Laboratory, Non-Drug Screenings;
948-55-84-Tests, Clinical Laboratory, Drug Screenings

Item #	DIAGNOSTIC PROCDURES	UNIT COST
1	ABO and Rh	$ 11.00
2	Accult Blood, Feces	$ 40.00
3	Acute Hepatitis Panel	$ 40.00
4	AFB Smear and Culture w/ Susceptibilities	$ 30.00
5	Affirm (Trich, G. Vaginalis, Candida)	$ 38.00
6	Aerobic Bacterial Culture	$ 22.00
7	Amylase	$ 9.00
8	Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed	$ 7.00
9	Antinuclear Antibodies. *Results*	$ 9.00
10	Aspergillosis Immunodiffussion	$ 50.00
11	B_{12} and Folate	$ 15.00
12	Bacterial Vaginosis/Baginitis (Trich, G. Vaginalis, & Candida)	$ 38.00
13	Basic Metabolic Panel	$ 7.00
14	BUN	$ 3.00
15	Carbamazipine levels	$ 15.00
16	CBC w Diff w/ Plt.	$ 6.00
17	CBC w Diff w/o Plt.	$ 6.00
18	CBC w/ diff and platelets.	$ 6.00
19	CBC w/o Diff w Plt.	$ 6.00
20	CBC w/o Diff w/o Plt.	$ 6.00
21	CD4 Count	$ 50.00
22	CEA.	$ 75.00
23	Chem 24	$ 8.00
24	Chlamydia/GC DNA Probe w/confirmation on positives.	$ 18.00
25	Chlamydia/GC (out of vial)	$ 18.00
26	Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives	$ 18.00
27	Chlamydia/GC DNA Probe w/out confirmation.	$ 18.00
28	Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives	$ 18.00
29	Cholesterol Total	$ 4.00
30	Ck,Total	$ 8.00
31	Comp Metabolic Panel	$ 8.00
32	Creatinine.	$ 4.00
33	24hr. Creatinine Clearance	$ 7.00
34	Cult, Campylobac	$ 50.00
35	Culture, Aerob/Anaer	$ 45.00
36	Cultures (wound and urine)	$ 44.00
37	Culture (& Sensitivity)- Wound	$ 22.00
38	Digoxin.	$ 17.50
39	Dilantin levels	$ 17.00
40	Draw Fee, Psc Spec	$ N/A
41	Drug screens (serum and urine)	$ 25.00
42	Electrolyte Panel	$ 4.00
43	Eosinophil Ct, (B)	$ 30.00
44	Fecal Fat, Qual	$ 30.00
45	Fecal Globin by Immuniochemistry (FOB)	$ 45.00

EXHIBIT "B"
Bid Page
HIDALGO COUNTY (all funding sources)
"LABORATORY SERVICES"
BID No. 2014-288-10-01-MEG

OPENED 10:00 AM 8-4-14 Witnessed

46	Fecal Leukocyte Stn	$ 25.00
47	Ferritin	$ 4.00
48	FSH and LH.	$ 16.00
49	Fungus Culture	$ 40.00
50	Fungal CF Panel	$ 250.00
51	Genital Culture, Routine	$ 20.00
52	Giardia Ag Detection	$ 25.00
53	Glucose Gestational Screen 50 Gram	$ 6.00
54	Glucose, Plasma	$ 3.00
55	Glucose Serum	$ 4.00
56	Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams	$ 17.50
57	Group B Strep Colonization Detection Cult/DNA Probe	$ 12.50
58	H & H	$ 3.50
59	hCG, Beta Subunit, Qual	$ 8.00
60	HCG, Beta Subunit, qualitative	$ 8.00
61	hCG, Beta Subunit, Quant	$ 8.00
62	HCG, Beta Subunit, quantitative	$ 8.00
63	Hdl-Cholesterol	$ 3.50
64	Helicobacter pylori lgG.	$ 20.00
65	Hematocrit	$ 3.50
66	Hemoglobin A1C w/MBG	$ 8.00
67	Hemoglobin	$ 3.50
68	Hep A Igm Ab	$ 10.00
69	Hepatic Function Panel	$ 5.00
70	Hepatitis B Surface Antibody	$ 10.00
71	Hepatitis B Surface Antigen	$ 10.00
72	Hepatitis B Surface Antigen with confirmation	$ 10.00
73	Hepatitis C Antibody	$ 10.00
74	Herpes Culture	$ 20.00
75	Hgal c.	$?
76	HIV-1 Antibodies	$ 12.00
77	HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex)	$ 12.00
78	HIV Western Blot, if HIV positive	$ 40.00
79	HIV-2 Antibody EIA if Western Blot positive	$ 12.00
80	HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive	$ 40.00
81	H-pylori	$ 20.00
82	H. Pylori (serum)	$ 100.00
83	HPV Genotypes 16, 18	$ 40.00
84	HPV High Risk	$ 40.00
85	Hsv 1/2 Herpeselect	$ 31.00
86	HSV ½	$ 31.00
87	Iron and IBC	$ 7.00
88	Iron, Total & Ibc	$ 7.00
89	Lead	$ 8.00
90	Lipid Panel	$ 9.00
91	Lithium levels	$ 8.50
92	Liver enzyme panel	$ 5.00
93	Magnesium	$ 30.00
94	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)	$ 45.00
95	Maternal Serum Screen 5 (Penta)	$ 350.00
96	Myoglobin	$ 75.00
97	Myoglobin (U)	$ 75.00
98	New Born Screening	$?
99	Occult Blood	$ 40.00

EXHIBIT "B"
Bid Page
HIDALGO COUNTY (all funding sources)
"LABORATORY SERVICES"
BID No. 2014-288-10-01-MEG

OPENED 10:00 a.m. Witnessed

100	Ova & Parasites	$	18.00
101	Phenytoin	$	17.00
102	Platelet Count	$	3.50
103	Potassium	$	3.50
104	PreGen-Plus	$	?
105	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella	$	52.00
106	Prolactin	$	10.00
107	Prothrombin Time (PT)	$	N/A
108	PSA	$	12.00
109	PTT Activated	$	N/A
110	RBC Count	$	3.50
111	Renal Function Panel	$	5.50
112	Rheumatoid Arthritis Factor	$	7.50
113	RPR	$	5.00
114	RPR Titer	$	N/C
115	RPR with reflex to titer & confirmatory testing	$	5.00
116	RPR (Monitor) with Reflex to Titer (without confirmations)	$	5.00
117	RPR (DX) Refelx FTA-ABS	$	5.00
118	Rubella Antibodies, IgG.	$	7.50
119	Sed Rate, Westergren	$	N/A
120	Stat Assay 1	$	10.00
121	Stat Assay 2	$	10.00
123	Stool Culture	$	12.50
124	Surpath (Liquid pap smear) includes HPV, GC/Chlamydia	$	75.50
125	Surpath Pathology if pap smear abnormal	$	7.00
126	Surpath with CT/GC (out of the vial)	$	35.50
127	Thin Prep Pap Test	$	18.00
128	T_3 Uptake	$	5.00
129	T-4 (Thyroxine)	$	4.00
130	T-4 Free	$	4.50
131	Testosterone	$	17.50
132	Throat, Beta-Hemolytic Strep Cult, Group A.	$	25.00
133	Thyroid Cascade Profile	$	15.00
134	Thyroid panel	$	8.50
135	Thyroxine (T_4)	$	4.00
136	Total Electrophoresis	$	100.00
137	Total Iron and TIBC	$	7.00
138	Tp Rand (U) W/Creat	$	8.00
139	Triglycerides	$	3.50
140	TSH, 3rd generation	$	6.50
141	TSH	$	6.50
142	TSH with Reflex to Free T4	$	7.50
143	Ua, Complete	$	5.00
144	UA.	$	5.00
145	Upper Respitory Culture, Routine	$	125.00
146	Uric Acid	$	4.00
147	Urinalysis (Microscopic on Positives)	$	5.00
148	Urine Culture, Routine. Urine Culture (& Sensitivity), Routine	$	22.00
149	Urine, complete	$	22.00
150	Uric Acid	$	4.00
151	Valporic acid levels	$	12.00
152	Valproic Acid	$	12.00
153	VDRL.	$	10.00

154	Vitamin B-12	$	6.18
155	WBC Count	$	17.00
156	WBC Differential	$	N/C

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Center for Disease Detection

ADDRESS: 11603 Crosswinds Way, Suite 100

CITY/STATE/ZIP CODE: San Antonio, TX 78233

PHONE & FAX NO'S: 210-590-3033 / 210-590-3121

CELLULAR NO:

E-MAIL ADDRESS: mike.kossman@cddmedical.com

AUTHORIZED SIGNATURE: M. E. Kos

PRINTED NAME: Michael E. Kossman

TITLE Sales Manager

OPENED
10/01/14
9:45 am
Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

CENTER1 : DR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 10/15/2014

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 T R Insurance Group, Inc. 346 E. Main St, P.O.Box 26070 Collegeville, PA 19426 TR Insurance Group	CONTACT NAME: Deborah Riegner PHONE (A/C, No, Ext): 610-489-6911 FAX (A/C, No): 610-489-9619 E-MAIL ADDRESS: Driegner@trinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Columbia Casualty Co
INSURED Center for Disease Detection, LLC P.O. Box 659509 San Antonio, TX 78265-9509	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR	X		HMA4032027578	10/13/2014	10/13/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional liab			HMA4032027578	10/13/2014	10/13/2015	claim	1,000,000
							aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coungy of Hidalgo is additional insured for general liability.

CERTIFICATE HOLDER

HIDALG1

Hidalgo County
Purchasing Dept
2812 S Highway Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Randolph H Riegner

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The ACORD name and logo are registered marks of ACORD

Rec'd

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2014

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), AUTHORI ED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: I t e certi icate o der is an ADDITIONAL INSURED, t e po icy(ies) must e endorsed. I SUBROGATION IS WAIVED, su ect to t e terms and conditions o t e po icy, certain po icies may re uire an endorsement. A statement on t is certi icate does not con er ri ts to t e certi icate o der in ieu o suc endorsement(s).

PRODUCER	Dyer Insurance Agency Inc P. O. Box 1537 1018 Ridge Rd Rockwall TX 75087
CONTACT NAME:	Don Dyer
PHONE (A/C, No, E t):	(972) 771–8301
FAX (A/C, No):	(972) 771–8889
E-MAIL ADDRESS:	Don@Dyerinsurance.com
PRODUCER CUSTOMER ID #:	5010
INSURED	Center For Disease Detection LLC PO Box 659509 San Antonio TX 78265–

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : America First Insurance Company	
INSURER B : Texas Mutual Insurance Company	
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							$
A	AUTOMOBILE LIABILITY			01CI639784–3	09/20/2014	09/20/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
X	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
X	HIRED AUTOS							$
X	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
B	WOR ERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF–0001242509–2014	09/10/2014	09/10/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attac ACORD 101, Additiona Remar s Sc edu e, i more space is re uired)
2008 Ford Econoline Van #1FTNE14W98DB4988

County of Hidalgo shall be named as additionaal insured on all commercial liability policies.

AI 006572

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
2812 S Highway Bus. 281
Edinburg TX 78539–

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORI ED REPRESENTATIVE

1988-2009 ACORD CORPORATION. A ri ts reser ed.

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Insurance

From : Steve Crain <scrain@atlashall.com> Tue, Oct 21, 2014 03:26 PM

Subject : RE: Insurance

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Good to go.

-----Original Message-----
From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, October 21, 2014 2:00 PM
To: Steve Crain
Subject: Re: Insurance

Mr. Crain;
Attached is what the vendor provided as far as general liability.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Tuesday, October 21, 2014 12:41:36 PM
Subject: RE: Insurance

Do we have the general liability certificate?

-----Original Message-----
From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, October 21, 2014 10:20 AM
To: scrain
Cc: Elena Gomez
Subject: Fwd: Insurance

Good Morning Mr. Crain;
Attached is the revised insurance accord referencing the scheduled auto as indicated by the vendor below. This is for the review for approval of Contract #C-14-288-10-28 with Center for Disease Detection.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

----- Forwarded Message -----

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: October 01, 2014 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: *Hidalgo County-"Laboratory Services"*

BID NO.: 2014-288-10-01-MEG | **Buyer II: Elena Gomez**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	QUEST DIAGNOSTIC Attn: Paul Gross	EMAIL	Elena Gomez	09/15/14	1201 E Ridge Rd., Suite A McAllen Tx 78503 or 607 E. Sonterra Blvd Suite 306 San Antonio, TX 78258 phone +1.210.352.4821 mobile +1.210.823.8007 paul.j.gross@questdiagnostics.com
2)	TTI Environmental Laboratories Attn: Meera Neb, Ph.D. MBA	EMAIL	Elena Gomez	09/15/14	2117 Arlington Downs Rd Arlington, TX 76011 817-861-5322 o 817-829-6135 (cell) meeraneb@ttilabs.com
3)	MICROBAC LABORATORIES, INC. Attn: William W. Smith, Jr. Will not be participating as per email only do environmental labs	EMAIL	Elena Gomez	09/15/14	4359 Linglestown Road Harrisburg, PA 17112 Telephone: (717) 651-9700 Facsimile: (717) 657-0752 William.Smith@Microbac.com
4)	IMS Attn: Jenny Flanagan	EMAIL	Elena Gomez	09/15/14	945 Hornblend Street, Suite G San Diego, CA 92109 (858) 490-8823 (direct) (888) 467-3151 (toll free) TX1@imsinfo.com jflanagan@imsinfo.com
5)	SCHNEIDER LABORATORIES GLOBAL, INC. Attn: Katherine Colwell	EMAIL	Elena Gomez	09/15/14	2512 W. Cary St Richmond, VA 23220 P: (804) 353-6778 ext 36 F: (804) 353-1685 kcolwell@slabinc.com tcatlyn@slabinc.com
6)	ANA-LAB CORPORATION Attn: Paul T. Baumgardner, Ph.D.	EMAIL	Elena Gomez	09/15/14	PO Box 145 Panhandle, TX 79068 806/353-7798 paul@ana-lab.com
7)	PACE ANALYTICAL SERVICES, INC Attn: Matt Stevens	EMAIL	Elena Gomez	09/15/14	9608 Loiret Blvd Lenexa, KS 66219 913-563-1436 matt.stevens@pacelabs.com
8)	EMSL ANALYTICAL, INC. Attn: Daniel Kocher or Jason Buffington Will not be participating as per email only do environmental labs	EMAIL	Elena Gomez	09/15/14	200 Route 130 North Cinnaminson, NJ 08077 phone: 856-303-2557 dkocher@EMSL.com jbuffington@EMSL.com
9)	MOBILEX U.S.A. Attn: Cindy Solomon, CRA, RT(R)	EMAIL	Elena Gomez	09/15/14	2700 Research Drive Suite 200 Plano, Texas 75074 800.843.9729 x3512 972.468.3512 Direct Cindy.Solomon@mobilexusa.com
10)	XENCO LABORATORIES Attn: Kelly Steinberg	EMAIL	Elena Gomez	09/15/14	4143 Greenbriar Drive Stafford, TX 77477 281-638-1319 Cell kelly.steinberg@xenco.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: October 01, 2014 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: *Hidalgo County*-"*Laboratory Services*"

BID NO.: 2014-288-10-01-MEG | **Buyer II: Elena Gomez**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
11)	BIG BLUE MEDICAL Attn: Jorge Tijerina	EMAIL	Elena Gomez	09/15/14	6248 Edgemere BLVD #434 El Paso, TX 79925 9152883090 8773059063 fax bigbluemedical@gmail.com
12)	LAB CORP Attn: Lillian Sotelo	EMAIL	Elena Gomez	09/15/14	240 Lindberg Ave. Mcallen, Tx 78503 956-457-8404 cell 956-968-0222 office sotelol@labcorp.com
13)	Lab Corporation Patient Svc Center **Attn: Elma Zapata**	EMAIL	Elena Gomez	09/15/14	3001 N 23rd St, McAllen, TX 956-655-5551 cell (956) 631-0157 1-800-734-9461 zapatae@labcorp.com
14)	A&B Environmental Services, Inc. (A&B Labs) Paula Hasan hpaula@ablabs.com	EMAIL	Elena Gomez	09/15/14	10100 East Freeway, Suite 100 Houston, TX 77029 (P) 713.453.6060, **(F) 713.453.6091** **Cell- 281-871-8942/917-306-9019**
15)	Rami ISA rami@cellstaff.com Will not be participating as per email only do environmental labs	EMAIL	Elena Gomez	09/15/14	(o) 855-561-1715 © 813-360-168 (f) 813-433-5159
16)	Open Minds Samantha Messina rfphotline@openminds.com	EMAIL	Elena Gomez	09/17/14	163 York St Gettysburg, PA 17235 717-334-1329 717-334-0538
17)	Prime Vendor Inc. Kimberly Doumit bids20@prime-vendor.com	EMAIL	Elena Gomez	09/17/14	4622 Cedar Avenue Wilmington NC 28403 800-746-9554 800-746-8307
18)	Cross Country Staffing Cedeline Daniel MS, Will not be participating as per email	EMAIL	Elena Gomez	09/18/14	6551 Park of Commerce Blvd. Boca Raton, FL 33487 (O) 800-975-1163 (f) 800-561-0883
19)	Regional Services Representative Phillip Watkins pwatkins@BioReference.com	EMAIL	Elena Gomez	09/18/14	800.229.5227 Ext. 8816 314.304.2289 Cell 314.667.2118 FAX
20)	Redwood Toxicology Laboratory, Inc. Elias Paraschos Eparaschos@redwoodtoxicology.com Will not be participating as per email	EMAIL	Elena Gomez	09/18/14	3650 Westwind Blvd. Santa Rosa, CA 95403 (800) 255-2159, ext. 34449 Direct: (707) 570-4449
21)	Center for Disease Detection Mike Kossman **Mike.kossman@cddmedical.com**	EMAIL	Elena Gomez	09/19/14	11603 Crosswinds Way Suite 100 San Antonio, Texas 78233 888-858-8663 mike@cddmedical.com

***VIA**
IN PERSON (IP)
TELEPHONE REQUEST (TR)

BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

AI-46791 **Purchasing Department 22. A. 3.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for the purpose of award by HCCC of responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements including contract for Request for Bid titled: Hidalgo County Health and Human Service for Concrete Mix and Delivery Services through project 2014-327-10-01-MEG.

BACKGROUND

1. Contract expires on December 08, 2014
2. Contract will commence on December 09, 2014

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-12X-00X-0-67X

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

BUDGETARY IMPACT:

Various accounts
Misc. funding sources
Available balance as of 10-23-14 in the following accounts:
Pct 1 4-1200-431-00-121-005-0-673 $23,178.56
Pct 2 4-1200-431-00-122-006-0-673 $ 7,944.73
Pct 2 4-1200-431-00-122-006-0-679 $ 6,608.84
Pct 3 4-1200-431-00-123-005-0-673 $53,830.19
Pct 4 4-1200-431-00-124-007-0-673 $ 3,434.03

As needed and as requested basis

Attachments

Recommendations from Pcts
tab sheet
Participating sheet
contract w legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/21/2014 09:56 AM
Budget & Management	Veronica Ortiz	10/22/2014 08:30 AM
Manuel Chapa	Manuel Chapa	10/23/2014 11:42 AM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Elena Gomez Started On: 10/01/2014 01:18 PM

Final Approval Date: 10/24/2014

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

MEMORANDUM

Date: October 01, 2014

TO: **Hon. A.C. Cuellar, Jr., Commissioner**
Hidalgo County Precinct No. 1
Attn: Katia Garcia

Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
Attn: Ricardo Cuellar

TO: **Hon. Joe M. Flores, Commissioner**
Hidalgo County Precinct No. 3
Attn: Saul Ramirez / Norma Ceballos

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Marcos Lopez & Gloria Beltran

From: Elena Gomez, Buyer II EG
Hidalgo County Purchasing Dept.

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2014-327-10-01--Hidalgo County (All Funding Sources, Programs & Entities)-"Concrete Mix and Delivery Services"

We received **two (2) bid responses** for the above referenced project. Enclosed you will find the copy of the Tabulation sheet and along with copies of the Bid responses for your review and recommendation

.

Please acknowledge by signing below, of your recommendation/concurrence to award to the lowest bidder meeting all specifications/requirements and **return** to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: elena.gomez@co.hidalgo.tx.us by no later than October 13, 2014 @ 10:00 A.M.; in order to place this item on the next agenda.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4855

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS:
CEMEX
BUDGET ACCOUNT #: 4-1200-431-00-121-005-0-673

Authorized Signature	Printed Name	Department	Date
	Raul Lozano	Pct. 1	10/6/14

Enclosures

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

MEMORANDUM

2014 OCT 7 PM 4 12
HIDALGO COUNTY
PRECINCT NO. 2

Date: October 01, 2014

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COMMENTS/CONCERNS:

CEMEX

Account varies based on Road Project.

BUDGET ACCOUNT #: 4-1200-431-00-122 C060-679

Authorized Signature	Printed Name	Department	Date
Ricardo Cuellar	Ricardo Cuellar	R&B	10/8/14

Enclosures

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

MEMORANDUM

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4855

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS:
Award bidder Coarse
BUDGET ACCOUNT #: 4-1200-431-00-123-005.0-673

Authorized Signature	Printed Name	Department	Date
	Joe M. Flores	Pct #3	10/6/14

Enclosures

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

MEMORANDUM

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4855

Please indicate below, the Vendor name and the Account number to be utilized for this project.

COMMENTS/CONCERNS: Cemex Edinburg, Tx.
I AGREE WITH BID
BUDGET ACCOUNT #: 4-1200-431-00-124-007-0-673

Authorized Signature	Printed Name	Department	Date
	Ramon Rodriguez	Road & Bridge	10/2/14

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
RFB TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFB OPENING DATE: OCTOBER 01 ,2014 | **RFB OPENING TIME: 9:30 A.M.**

DESCRIPTION OF RFB: "CONCRETE MIX & DELIVERY SERVICES"

BID NO: 2014-327-10-01-MEG | **BUYER II: Elena Gomez**

	VENDOR NAME/ LOCATION	PSI	Total Cost Per Cubic Yard		Fuel Cost Percentage Per Cubic Yard	Current / Base Fuel Cost
			Sample	$3.00	25%	$ 0.75
		CONCRETE				
1	Magic Valley concrete, LLC DBA CAPA Palmview, Texas 78572	3000 PSI	92.00		19 %	$ 17.48
		4000 PSI	99.00		19 %	$ 18.81
		Optional-with 1 ½ Fiber Mesh				
		3000 PSI	102.50		19 %	$ 19.48
		4000 PSI	109.50		19 %	$ 20.81
	Plant location	300 E. Expressway 83 Mission, Texas 78572				
2	CEMEX Edinburg, Texas	**CONCRETE**				
		3000 PSI	92.00		0 %	$ 0.00
		4000 PSI	97.00		0 %	$ 0.00
		Optional-with 1 ½ Fiber Mesh				
		3000 PSI	100.00		0 %	$ 0.00
		4000 PSI	100.00		0 %	$ 0.00
	Plant location	Edinburg Texas , Mission Texas , Harlingen Texas				

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: October 01, 2014 BID OPENING TIME: 9:30 A.M.
DESCRIPTION OF BID: "Concrete Mix and Delivery Services"
RFB NO.: 2014-327-10-01-MEG

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1. Alamo Concrete / aka:South Texas Concrete Attn: Kent Mullins and K. Harris	EMAIL	Elena Gomez	09/15/14	1420 S. 28th / P.O. Box 1518 Edinburg, TX 78539 P# 956- 381-9886 F# 956- 383-5854 kharris@alamoconcrete.com
2.CAPA Attn: Steve Boyd 956-369-5250	EMAIL	Elena Gomez	09/15/14	7301 W. Exp 83 Mission, TX 78572 P# 956-580-2502 F# 956- 585-8675 sboyd@capatexas.com
3. Spence Concrete Attn: B. Kelly	EMAIL	Elena Gomez	09/15/14	3420 W. Ash/ P.O. Box 2767 McAllen, TX 78502 P# 956-682-5551 F# 956-682-2607 bkelly@spenceconcrete.com
4. Central Ready Mix Attn: Richard Linn	EMAIL	Elena Gomez	09/15/14	304 W. Railroad San Juan, TX P#956-787-2583 F# 956-783-8352 Richard Linn (956) 399-0550 Richardcrm1@cs.com
5. Delta Aggregate and Landscaping Materials	EMAIL	Elena Gomez	09/15/14	P.O. Box 2443 Elsa, TX P# 956- 472-0174 F# 956-472- 0020 deltaaggregate@aol.com
6. Varmicon Attn : Kent Mullins	EMAIL	Elena Gomez	09/15/14	P.O. Box 531808 Harlingen, TX 78550 P# 956-423-6380 F# 956-425-3336 kharris@alamoconcrete.com or kmullins@almoconcrete.com
7. ***Virtual Builders Exchange*** Jeannette Olguin	EMAIL	Elena Gomez	09/15/14	4047 Naco Perrin Ste. 100 San Antonio, TX 78217 P#: 210.564.6900 f#: 210.564.6902 direct: 210.918.1124 jeannette@virtualbx.com
8. Tansit Mix Concrete Edward T. Smith	EMAIL	Elena Gomez	09/15/14	3710 S. Exp 281 Edinburg, TX. 78542 P# 956-386-1480 Edwardt.smith@cemex.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EM)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-327-10-28

THIS CONTRACT is made and entered into this **28th Day** of **October, 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **CEMEX, INC.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"CONCRETE MIX AND DELIVERY SERVICES",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **December 9, 2014** and ending on **December 8, 2015.** Hidalgo County at its sole discretion elect the option to extend the contract for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties

hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

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

If to County: **THE COUNTY OF HIDALGO**
ATTN: COUNTY JUDGE
302 W. UNIVERSITY DRIVE
EDINBURG, TEXAS 78539

If to Company: **CEMEX, INC.**
3710 S. EXPRESSWAY 281
EDINBURG, TEXAS 78542
ATTN: TROY SMITH

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

20. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claims or action of any person,

entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

September 15, 2014

Bidder's name

Address

City

State, Zip Code

Re: **Hidalgo County (All Funding Sources, Programs & Entities)**
Request for Bids: **"CONCRETE MIX AND DELIVERY SERVICES"**
Bid No: 2014-327-10-01-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids 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/meg

Enclosures

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

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"CONCRETE MIX AND DELIVERY SERVICES"

RFB NO: 2014-327-10-01-MEG

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	9

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, Purchasing Agent

September 15, 2014
Date

Bid No: 2014-327-10-01-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
(All Funding Sources, Programs & Entities)

"CONCRETE MIX AND DELIVERY SERVICES"

BID OPENING DATE:
OCTOBER 01, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY (All Funding Sources, Programs & Entities) - "CONCRETE MIX AND DELIVERY SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2014-327-10-01-MEG - HIDALGO COUNTY (All Funding Sources, Programs & Entities) - "CONCRETE MIX AND DELIVERY SERVICES** "and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, October 01, 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-2014-327-10-01-MEG "CONCRETE MIX AND DELIVERY SERVICES" -HIDALGO COUNTY.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **" HIDALGO COUNTY -CONCRETE MIX AND DELIVERY SERVICES"** Descriptive information as to the items or

services delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Precinct № 1 Attn. Katia Garcia 1902 Joe Stephens Weslaco, Texas 78596	Hidalgo County Precinct № 2 Attn. Yoli Cisneros 301 E State Pharr, Texas 78577
Hidalgo County Precinct № 3 Attn. Norma Ceballos 724 N. Breyfogle Mission, Texas 78574	Hidalgo County Precinct № 4 Attn. Veronica Lopez 1102 N. Doolittle Rd. Edinburg, Texas 78539

17. Schedule of Events

Bid Opening, 9:30 AM	**October 01, 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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably

acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources, Programs & Entities)
"CONCRETE MIX AND DELIVERY SERVICES"
BID NO.: 2014-327-10-01-MEG

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
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"CONCRETE MIX AND DELIVERY SERVICES"
BID NO.: 2014-327-10-01-MEG

Hidalgo County is requesting sealed bids for goods and services for "Concrete Mix and Delivery Services" on an **"As Needed and as Requested Basis"** in accordance with the specifications and/or requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS AND/OR REQUIREMENTS:

It is intended that the amount of "Concrete Mix" will be purchased only on an **"As Needed and Requested Basis"**. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

1. There is no guarantee on annual volume.

2. Bid price shall be per cubic yard basis with a minimum of 3 to 5 cubic yards per request.

3. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

4. Bidder must be in compliance with all State and Federal rules and regulations.

5. Bidder shall conduct all deliveries during normal business hours of 8:00 a.m. – 5:00 p.m. CST, Monday through Friday, excluding County Holidays. Vendor will make arrangements with the requesting department before scheduling service to insure County personnel will be available to sign the required manifest documents.

7. At Hidalgo County's request, testing by an independent laboratory may be performed any time during the length of the contract.

8. In the event the material furnished does not meet all County's requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

MATERIALS NEEDED:

Concrete Mix - will be supplied and delivered from your plant to different locations within Hidalgo County, as requested.

1. 3000 PSI (Slump 1-7)
2. 4000 PSI (Slump 1-7)

OPTIONAL MATERIAL-FIBER MESH:

as shown on Exhibit "B", will be on an **"As Needed and Requested basis".**

1. 3000 PSI (Slump 1-7) - **with 1 ½ lb Fiber Mesh per cubic yard.**
2. 4000 PSI (Slump 1-7) - **with 1 ½ lb Fiber Mesh per cubic yard.**

EXHIBIT A
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"CONCRETE MIX AND DELIVERY SERVICES"
BID NO.: 2014-327-10-01-MEG

TERMS & CONDITIONS:

1. The contract term will be for a period of one (1) year.

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

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires,
   (b) Delivery and acceptance of products and/or performance of service ordered,
   (c) Terminated by County with thirty (30) days written notice prior to cancellation.

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

8. It is understood and agreed that in case Hidalgo County should need "Concrete Mix" and it is not available within the time frame needed from the successful Bidder during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful Bidder and shall not be in violation of any terms or conditions of said contract.

9. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compling with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additonal cost to such item.

10. Hidalgo County reserves the right to seek purchases for "Concrete Mix" from State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.

11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

12. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

13. Bidder(s) agree that to the extent an item(s) in unavailable for Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that

the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to elena.gomez@co.hidalgo.tx.us . NO LATER THAN, Monday September 22, 2014, by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Friday, September 26, 2014, no later than 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY
(all funding sources, programs & entities)
"CONCRETE MIX AND DELIVERY SERVICES"
RFB NO.: 2014-327-10-01-MEG

FOR INTERNAL USE ONLY
750-76 READY MIX CONCRETE
750-33 CONCRETE-RAPID SETTING REPAIR
750-59 CONCRETE-MOBILE MIXER

Part I. AWARD WILL BE BASED ON THE LOWEST RFB PER CUBIC YARD MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS.

CONCRETE

SAMPLE:	*$ 3.00*	*25%*	*.75*
Concrete Mix Materials	**Total Cost Per Cubic Yard:**	**Fuel Costs Percentage Per Cubic Yard**	**Current / Base Fuel Cost**
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services	$	%	$
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services	$	%	$

Location of Plant: _____

OPTIONAL MATERIAL-FIBER MESH

SAMPLE:	*$ 3.00*	*25%*	*.75*
Concrete Mix Materials w/ Fiber Mesh	**Total Cost Per Cubic Yard:**	**Fuel Costs Percentage Per Cubic Yard:**	**Current / Base Fuel Cost**
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services **with 1 ½ lb Fiber Mesh per cubic yard**	$	%	$
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services **with 1 ½ lb Fiber Mesh per cubic yard**	$	%	$

Location of Plant: _____

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY

At the time of bid opening South Texas may experience high fuel prices. Therefore, Hidalgo County is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **August 30, 2013**. For each 10% (increase or decrease) in the OPIS Index of **August 30, 2013** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, the appropriate OPIS Index is the index issued of the date of the invoice.

Agreement to Bid Price Adjustment Part I & II for the term of the contract includes any grace period extension.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NO'S: _____

FAX NO: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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 (if applicable): _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

(THIS FORM MUST ACCOMPANY BID PACKET)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ 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

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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) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

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

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) 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.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-327-00-00

THIS CONTRACT is made and entered into this _____ Day of _____, **2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for "**CONCRETE MIX AND DELIVERY SERVICES**", as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective_____, **2014** and ending on _____, **2015.** Hidalgo County at its sole discretion elect the option to extend the contract for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having

DRAFT

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties

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hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

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

If to County: **The County of Hidalgo**
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company: _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

DRAFT

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledge that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this_____ day of_____, 2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

DRAFT

_____

Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

DRAFT

EXHIBIT "B"
VENDOR'S BID

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"
HIDALGO COUNTY
(all funding sources, programs & entities)
"CONCRETE MIX AND DELIVERY SERVICES"
RFB NO.: 2014-327-10-01-MEG

OPENED
10/01/14
9:45am
Witnessed

FOR INTERNAL USE ONLY
750-76 READY MIX CONCRETE
750-33 CONCRETE-RAPID SETTING REPAIR
750-59 CONCRETE-MOBILE MIXER

Part I. **AWARD WILL BE BASED ON THE LOWEST RFB PER CUBIC YARD MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS.**

CONCRETE

SAMPLE:	*$ 3.00*	*25%*	*.75*
Concrete Mix Materials	**Total Cost Per Cubic Yard:**	**Fuel Costs Percentage Per Cubic Yard**	**Current / Base Fuel Cost**
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services	$ 92.00	% 0	$ 0
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services	$ 97.00	% 0	$ 0

Location of Plant: Edinburg, Mission, Harlingen

OPTIONAL MATERIAL-FIBER MESH

SAMPLE:	*$ 3.00*	*25%*	*.75*
Concrete Mix Materials w/ Fiber Mesh	**Total Cost Per Cubic Yard:**	**Fuel Costs Percentage Per Cubic Yard:**	**Current / Base Fuel Cost**
3000 PSI (Slump 1-7) Concrete Mix & Delivery Services **with 1 ½ lb Fiber Mesh per cubic yard**	$ 100.00	% 0	$ 0
4000 PSI (Slump 1-7) Concrete Mix & Delivery Services **with 1 ½ lb Fiber Mesh per cubic yard**	$ 105.00	% 0	$ 0

Location of Plant: Edinburg, Mission, Hgn

Part II. **BID PRICE ADJUSTMENT BY HIDALGO COUNTY**

At the time of bid opening South Texas may experience high fuel prices. Therefore, Hidalgo County is requesting pricing adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **August 30, 2013**. For each 10% (increase or decrease) in the OPIS Index of **August 30, 2013** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, the appropriate OPIS Index is the index issued of the date of the invoice.

Agreement to Bid Price Adjustment Part I & II for the term of the contract includes any grace period extension.

Locality

BIDDER'S INFORMATION:

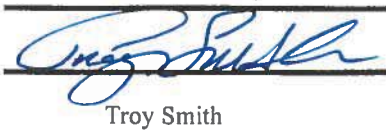
BIDDER/COMPANY NAME:	CEMEX
ADDRESS:	3710 S. Expressway 281
CITY/STATE/ZIP CODE:	Edinburg Texas 78542
PHONE NO'S:	956-386-1452 Office/Dispatch
FAX NO:	956-386-1477
CELLULAR NO:	956-239-0792
E-MAIL ADDRESS:	edwardt.smith@cemex.com
AUTHORIZED SIGNATURE:	
PRINTED NAME:	Troy Smith
TITLE	Account Manager

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/13/2014

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
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Insurance Co of the State of PA	19429
INSURER B:	Commerce & Industry Ins Co	19410
INSURER C:	National Union Fire Ins Co of Pittsburgh	19445
INSURER D:	Illinois National Insurance Co	23817
INSURER E:	New Hampshire Ins Co	23841
INSURER F:	AXA Insurance Company	33022

INSURED
Cemex, Inc.
929 Gessner, Ste 1900
Houston TX 77024 USA

COVERAGES **CERTIFICATE NUMBER:** 570055577405 **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	
A	X COMMERCIAL GENERAL LIABILITY			GL2047584	10/15/2014	10/15/2015	EACH OCCURRENCE	$4,500,000
	CLAIMS-MADE X OCCUR			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)	$4,500,000
	X $500,000 SIR						MED EXP (Any one person)	Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$4,500,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$4,500,000
	OTHER:						PRODUCTS - COMP/OP AGG	$4,500,000
A	AUTOMOBILE LIABILITY			CA 3814854 AOS	10/15/2014	10/15/2015	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
B	X ANY AUTO			CA 3814851 MA	10/15/2014	10/15/2015	BODILY INJURY (Per person)	
A	ALL OWNED AUTOS / SCHEDULED AUTOS			CA 3814852 VA	10/15/2014	10/15/2015	BODILY INJURY (Per accident)	
	X HIRED AUTOS / X NON-OWNED AUTOS			SIR applies per policy terms & conditions			PROPERTY DAMAGE (Per accident)	
	X Phys. Dmg. - Self Ins							
F	X UMBRELLA LIAB X OCCUR			XS00170214	10/15/2014	10/15/2015	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE			SIR applies per policy terms & conditions			AGGREGATE	$5,000,000
	DED X RETENTION							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC028234684 FL	10/15/2014	10/15/2015	X PER STATUTE / OTH-ER	
E	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		WC028234688 AOS except Alabama	10/15/2014	10/15/2015	E.L. EACH ACCIDENT	$2,500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$2,500,000
							E.L. DISEASE-POLICY LIMIT	$2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Hidalgo is included as Additional Insured excluding Workers' Compensation and Employers' Liability as required by written contract, but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.

WA Employers Liability Limits are: $1,500,000 Bodily Injury by Accident - Each Accident; $1,500,000 Each Employee Bodily Injury by Disease; $1,500,000 Policy Limit Bodily Injury by Disease. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to

CERTIFICATE HOLDER

Hidalgo County
ATTN: Purchasing Department
2812 South Highway Bus. 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 Southwest, Inc.

Holder Identifier :

Certificate No : 570055577405

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AGENCY CUSTOMER ID: 440000000187
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Cemex, Inc.
POLICY NUMBER: See Certificate Number: 570055577405	
CARRIER: See Certificate Number: 570055577405 / 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	
	WORKERS COMPENSATION							
C		N/A		WC028234689 MA,ND,OH,WY SIR applies per policy terms & conditions	10/15/2014	10/15/2015		
C		N/A		WC028234683 CA	10/15/2014	10/15/2015		
E		N/A		WC028234686 NJ, PA	10/15/2014	10/15/2015		
C		N/A		WC6636329 WA	10/15/2014	10/15/2015		
E		N/A		WC028234685 AZ	10/15/2014	10/15/2015		
E		N/A		WC028234687 IL,KY,NC	10/15/2014	10/15/2015		

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AGENCY CUSTOMER ID: 440000000187

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Cemex, Inc.
POLICY NUMBER	
See Certificate Number: 570055577405	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570055577405	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

certificate holders in accordance with the policy provisions of each policy.

ACORD 101 (2008/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 AM 10.15.2014 forms a part of

Policy No CA 381-4854 issued CEMEX, INC

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 AM 10.15.2014 forms a part of

Policy No GL 204-7584 issued to CEMEX, INC

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Contract Document-Concrete Mix And Delivery Services

From : Steve Crain <scrain@atlashall.com> Tue, Oct 21, 2014 03:28 PM

Subject : RE: Contract Document-Concrete Mix And Delivery Services

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Good to go.

-----Original Message-----
From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, October 21, 2014 2:58 PM
To: Steve Crain
Cc: Elena Gomez
Subject: Fwd: Contract Document-Concrete Mix And Delivery Services

Mr. Crain;
Attached is the updated insurances as submitted by CEMEX for Contract #C-14-327-10-28 for the provision of "Concrete Mix And Delivery Services". This one is pending your review of contract documentation for approval so as to proceed with an agenda item.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

----- Forwarded Message -----
From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>, "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Friday, October 10, 2014 5:08:31 PM
Subject: Fwd: Contract Document-Concrete Mix And Delivery Services

----- Forwarded Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, October 10, 2014 4:39:24 PM
Subject: RE: Contract Document-Concrete Mix And Delivery Services

All of the insurances coverages expire October 15, 2014.

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, October 10, 2014 4:29 PM
To: Steve Crain
Cc: Evangelina Garcia; Elena Gomez
Subject: Fwd: Contract Document-Concrete Mix And Delivery Services

Mr. Crain:
Please review and comment as to form of draft agreement for placement on next agenda of 10-28-14.
Thanks,
Marty S.

AI-47036 **Purchasing Department 22. A. 4.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presenting bids received for the purposes of HCCC to take action for awarding (Primary & Secondary contracts) to the responsible vendors submitting the lowest and best bids including contract documents for Hidalgo County "Service/Repair and Maintenance of County Generators":

Primary bid award and contract to: Waukesha-Pearce Industries, Inc.;
Secondary bid award and contract to: Holt Texas, LTD.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Funds available as of 10/24/14.

Attachments

Service Contract -Holt
Service Contract- Waukesha-Pearce
log
bid tab
legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/21/2014 02:22 PM
Budget & Management	Veronica Ortiz	10/22/2014 09:32 AM
Glinda Pacheco	Glinda Pacheco	10/24/2014 01:52 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Moises Salazar Started On: 10/17/2014

Final Approval Date: 10/24/2014

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-14-297A-10-28

THIS CONTRACT is made and entered into this 28th day of October, 2014 by and between the **County of Hidalgo, Texas** ("County"), and Holt Texas, LTD ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Service/Repair and Maintenance of County Generators"** (on an as needed basis) (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company as secondary vendor.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on **October 31st, 2014** and expiring on **October 30th, 2017.** Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

10. This Contract shall not be assignable in whole or in part by either

party without prior written consent of the other party.

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

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

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: Holt Texas, LTD
Attn: Joe Washington, Sales Representative
3302 So. W.W. White Rd.
San Antonio TX, 78222

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any

other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann.

' 271.903 (Vernon Supp. 1996).

18. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ___day of _____ _____, 2014.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

Holt Texas, LTD

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

July 28, 2014

RE: ADDENDUM NO.1
FOR RFB No.: 2014-297-07-30-MSS
"Hidalgo County –Service/Repair & Maintenance of County Generators".

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1** in connection with **Hidalgo County"** -request for bids for – **"Service/Repair & Maintenance of County Generators".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original request for bid packet LEGAL NOTICE page 3, paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"Hidalgo County – Service/Repair & Maintenance of County Generators".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

July 28, 2014

Hidalgo County

Service/Repair & Maintenance of County Generators

RFB NO.: 2014-297-07-30-MSS

EXTENSION OF BID OPENINGS UNTIL AUGUST 6, 2014

PLEASE NOTE THE FOLLOWING CHANGES:

BIDS DUE DATE IS HEREIN EXTENDED UNTIL

WEDNESDAY, AUGUST 6, 2014 AT 9:30 A.M.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, July 28, 2014, for RFB – **"Hidalgo County–Service/Repair & Maintenance of County Generators".**

_____ _____

Printed Bidder Name Date

_____

Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

PURCHASING DEPARTMENT
County Of Hidalgo

August 4, 2014

RE: ADDENDUM NO.2
FOR RFB No.: 2014-297-07-30-MSS
"Hidalgo County –Service/Repair & Maintenance of County Generators".

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2** in connection with **Hidalgo County"** -request for bids for – **"Service/Repair & Maintenance of County Generators".**

Please add this **ADDENDUM NO. 2** to your bid packet so as to permit your company to submit a complete bid. See original request for bid packet LEGAL NOTICE page 3, paragraph 9.

Acknowledge receipt of ADDENDUM NO. 2 by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 2** will complete your RFB packet for **"Hidalgo County – Service/Repair & Maintenance of County Generators".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 2
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

ADDENDUM NO. 2

August 4, 2014

Hidalgo County

Service/Repair & Maintenance of County Generators

RFB NO.: 2014-297-07-30-MSS

EXTENDED BID OPENINGS UNTIL ~~AUGUST 6, 2014~~ AUGUST 13, 2014

PLEASE NOTE THE FOLLOWING CHANGES:

I. Due to additional changes on bid specifications, an additional extension to bid openings is herein being granted:

THE NEW EXTENDED BID OPENINGS DATE IS:

WEDNESDAY, AUGUST 13, 2014 @ 9:30 am

II. ADDITIONAL REQUIREMENTS, TERMS AND CONDITIONS:

1. ***Business Service Requests:*** Hidalgo County is requesting that all services be conducted on a timely manner Monday thru Friday 8-5 or according to Hidalgo County Business schedule.
2. ***Extended Hours for Service Repairs:*** If an extended service hour is needed for any unforeseen issue a written request and schedule must be submitted to Hidalgo County Facilities Management or designated personnel. Extended Service Request will begin after 5:01 p.m. and before 8:00 a.m., Monday through Friday and Weekends.
3. ***Emergency/Holidays Service Repair:***
    - When an emergency situation arises, the department staff or designated Representative will contact contract awarded Vendor and will submit a written request.
    - The Emergency/Holidays service request will be on an Hourly/Time repair and parts rate which commences upon arrival at the job site. Vendor will respond for service within a four (4) hours maximum time frame.
    - Holiday service situations are defined as applying to any County observed holiday.

4). Points of Contacts are listed on the herein attached **"Revised List of Generators"**. Vendor shall establish agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience.

5). All repairs and services (with mark up rates) will be on an AS NEEDED BASIS-ONLY. There is no guaranteed of an annual volume, for either services and/or repairs.

6). Hidalgo County requires a copy of original parts invoice to insure verification of the markup percentage.

7). All service repair invoices will be reviewed for billed hours, materials and parts used, and for compliance with contract terms and conditions prior to approving invoice for payment.

8). BID AWARD:

- All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the lowest and best value bid for Hidalgo County including, but not limited to the following:
    a. The overall purchase price.
    b. Response Time: Hidalgo County will consider as a determining factor to award this project to the vendor committed to respond to a 4 hour guaranteed service response time frame.
    c. The reputation of the bidder.
    d. The quality of the bidder's goods or services from references.
    e. The bidder's past performance.

- Hidalgo County reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up vendor to be used in emergency situations in the event the primary vendor is unable to respond as needed.

- Hidalgo County may award to a secondary vendor that will be called under the following circumstances:
  a. When primary awarded vendor does not arrive within the 4 hour commitment or informs the County of its inability to comply.
  b. When the County finds that an additional service provider is required due to simultaneous break downs have occurred.
- Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
- Bids will be considered irregular and may be rejected by Hidalgo County if bids show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, Hidalgo County reserves the right to waive any irregularities and to make the award providing the best value to the County.

9). Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

10). Replace bid page (Exhibit "B") with herein **ATTACHMENT "A" –REVISED EXHIBIT "B"**

11). Replace original list of generators with herein **ATTACHMENT "B" –REVISED LIST OF GENERATORS.**

12). QUESTIONS/ANSWERS:
Q1. On Page 12, you have a list of requirements. The first requirement listed talks about factory trained generatortechnicians in relation to the existing equipment. Is this going to be mandatory?
A1: Yes, it is required.

Q2. The Caterpillar Serial number is not valid on Unit #1. Can you please verify the kW size for this unit?
A2. KW verified on **Revised Generator List.**

Q3. Is the Megohmeter Testing to be completed Annually or as part of the 3 year service?
A3. Megohmeter Testing will be as needed.

Q4. Also, has a cost estimate or budget been established?
A4. On as needed basis -No estimated budget

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, August 4, 2014, for RFB – **"Hidalgo County–Service/Repair & Maintenance of County Generators".**

_____ _____

Printed Bidder Name Date

_____

Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

ATTACHMENT "A"

REVISED EXHIBIT "B" (PER ADDUNDUM No. 2)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals may be considered a probable cause for disqualification.

Initial Assessment: $_____ per generator.

LIST OF GENERATORS AS PER SPECIFICATIONS:

List No.	DESCRIPTION OF GENERATORS		BID AMOUNTS INCLUDING TRIP					
			PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST
1	Caterpillar (3304Cat)	5CA01537						
2	Generac Power System (IT Dept)	4189450						
3	Generac Power System (New Adm 1)	Unit A S/N-2093252						
4	Generac Power System (New Adm 2)	Unit B S/N -2093251						
5	Caterpirllar (Portable Unit) – XQ30	CAT00C33 PN3X0027 3						
6	Olympian (M# D50P3)	OLY00000 VNPF0204 5						
7	Olympian (M# D200P3)	OLY00000 jnns1958						
8	Kohler Power System (Juv Just Cntr)	2085749						
9	MQ Multi Quip	5586850						
10	Kohler Power	386346						

ATTACHMENT "A"

REVISED EXHIBIT "B" (PER ADDUNDUM No. 2)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

List No.	DESCRIPTION OF GENERATORS		BID AMOUNTS INCLUDING TRIP					
			PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST
	System (Old Juv-Morgue)	Spc-PA-205228-A						
11	Generac	2049892						
12	Caterpillar	CAT00C44CD4801521						
13	Generac 9/30/04- Pct 3 Multi	2079463						
14	Generac (Pct 3 Pav)	2103222						
15	Caterpillar	CAT00C66TN6D01644						
16	Generac (Old Adm)	8723833						
17	Generac (John Aust Pena)	2111749						
18	Generac Pct1 Constable	7841464						
19	Cummins Power Gen –Pct 4 M Rd Bldg	G140706441						
Additional Generators								
1	0-100 KW							
2	101-150 KW							
3	151-200 KW							
4	201-300 KW							

ATTACHMENT "A"

REVISED EXHIBIT "B" (PER ADDUNDUM No. 2)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

List No.	DESCRIPTION OF GENERATORS	BID AMOUNTS INCLUDING TRIP					
		PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST
5	301-400 KW						
6	401-500 KW						
7	501-600 KW						

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year.
With an optional price of service for transfer switch scheduled maintenance and load bank testing on all generators.

REPAIR PARTS:

Mark up rate for parts_____%

EXTENDED HOURS SERVICES REQUESTS:

Technician Labor hourly fee: $ _____

EMERGENCY SERVICES REQUESTS:

Commitment for emergency response within 4 hours: Yes___ No ___
Technician Labor hourly fee: $_____

ATTACHMENT "A"

REVISED EXHIBIT "B" (PER ADDUNDUM No. 2)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME/TITLE: _____

ATTACHMENT "B"

REVISED GENERATORS LIST (PER ADDENDUM No. 2)

"Service/Repair and Maintenance of County Generators"

RFB 2014-297-07-30-MSS

List No.	Manufactor	KW/Voltage	Serial #	Model #	Fuel	Building/Location	POINT OF CONTACT
1	Caterpillar (3304 Cat)	KVA 131 KW-105 V-240/480/3 PH	5CA01537	SR-4	Diesel	COUNTY COURTHOUSE 100 N. Closner Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
2	Generac Power System	KVA:25 KW -25 Volt:120/240 PH-1	4189450	0047460	Natural Gas	COUNTY COURTHOUSE –IT ROOM 100 N. Closner Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
3	Generac Power System	KVA-625 KW-500 V-277/480/3 PH	Unit A S/N-2093252	8103541000	Diesel	NEW ADMIN #1 2802 S. Business Hwy 281 Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
4	Generac Power System	KVA -625 KW - 500 V-277/480/3 PH	Unit B S/N - 2093251	8103540600	Diesel	NEW ADMIN #2 2802 S. Business Hwy 281 Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
5	Caterpillar (Portable Unit) – XO30	KVA 37.5 KW-30 V-208/480/3 PH	CAT00C33PN3X 00273	XO30-6	Diesel	C.O.HEALTH DEPARTMENT 1304 S 25th St. Edinburg, Tx	HEALTH DEPARTMENT Rigoberto Hinojosa Office: 956-383-6221 X-725
6	Olympian	KVA 62.5 KW 50 V-240/120/3 PH	OLY00000VNPF 02045	D50P3	Diesel	C.O HEALTH DEPARTMENT 1304 S 25th St. Edinburg, Tx	HEALTH DEPARTMENT Rigoberto Hinojosa Office: 956-383-6221 X-7252
7	Olympian	KVA 250 KW 200 V-208/120/ 3-PH	OLY00000jnns19 58	D200P3	Diesel	C.O HEALTH DEPARTMENT 1304 S 25th St. Edinburg, Tx	HEALTH DEPARTMENT Rigoberto Hinojosa Office: 956-383-6221 X-7252

ATTACHMENT "B"

REVISED GENERATORS LIST (PER ADDENDUM No. 2)

"Service/Repair and Maintenance of County Generators"

RFB 2014-297-07-30-MSS

List No.	Manufactor	KW/Voltage	Serial #	Model #	Fuel	Building/Location	POINT OF CONTACT
8	Kohler Power System	KVA -594 KW-475 V-120/240/3 PH	2085749	500REZV8	Diesel	JUVENILE JUSTICE CENTER 1001 N. Doolittle Rd. Edinburg, Tx	JUVENILE JUSTICE CENTER Eduardo Martinez Office: (956) 587-6200 Ext. 7111 Cell: (979) 540-9458
9	MQ Multi Quip	RATED OUTPUT-6000W KW- 7.7 V-120/240/1-PH	5586850	D-A-7000SS	Diesel	ADULT PROBATION-SATF 1124 N M.Road Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
10	Kohler Power System	KVA -75 KW-60 V-120/240/3-PH	386346 Spc-PA-205228-A	60ROZJ81	Diesel	FORENSIC CENTER 3100 S. Business Hwy 281 Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
11	Generac	KVA 40 KW-40 V-120/240/ 1-PH	2049892	99A04444-s	Diesel	FAC MGT SPARE SYSTEM 3100 S Business Hwy 281 Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
12	Caterpillar	KVA: 125 KW-100 V-208/120/3-PH	CAT00C44CD4801521	D100-6	Diesel	PCT NO.4 OFFICES 1001 N. Doolittle Rd. Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
13	Generac 9/30/04	KVA:100 KW:80 Volt:120/208/3PH	2079463	4451540100	Diesel	PCT NO. 3-MULTIPLEX CENTER 724 N. Breyfogle Mission, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
14	Generac	KVA: 188 KW:150 Volt:120/240/3PH	2103222	11174000200	Diesel	PCT NO 3- PAVILION Mission, Texas	FACILITIES MANAGEMENT Daniel Flores

ATTACHMENT "B"

REVISED GENERATORS LIST (PER ADDENDUM No. 2)

"Service/Repair and Maintenance of County Generators"

RFB 2014-297-07-30-MSS

List No.	Manufactor	KW/Voltage	Serial #	Model #	Fuel	Building/Location	POINT OF CONTACT
							Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
15	Caterpillar	KVA – 218.8 KW-175 V -208/120/3-PH	CAT00C66TN6D 01644	D175-2	Diesel	HEALTH DEPT -PHARR CLINIC, HALL ACRES –PCT2 COMPLEX 300 W Hall Acres Rd. Ste B, Pharr, Tx	HEALTH DEPARTMENT Rigoberto Hinojosa Office: 956-383-6221 X-72
16	Generac	KVA-1250 KW-1000 V-277/480/3-PH	8723833	MD1000KG12 160D18GPSY 2	Diesel	OLD ADMIN 100 E Cano St, Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
17	Generac	KVA -188 KW-150 V-277/480/3-PH	2111749	13085900100	Diesel	JOHN AUSTIN PENA 3341 E. Schunior Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
18	Generac	KVA- 188 KW-150 V -120/208/3-PH	7841464	15011760100	Diesel	PCT 1 CONSTABLES 1902 Joe Stephens Weslaco, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
19	Cummins Power Gen	KVA-312.5 KW-250.0 V277/480/PH3	G140706441	DQDAA-1409677	Diesel	PCT 4 "M" ROAD 1124 North M Rd Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826

PURCHASING DEPARTMENT
County Of Hidalgo

August 7, 2014

RE: ADDENDUM NO. 3
FOR RFB No.: 2014-297-07-30-MSS
"Hidalgo County –Service/Repair & Maintenance of County Generators".

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 3** in connection with **Hidalgo County"** -request for bids for – **"Service/Repair & Maintenance of County Generators".**

Please add this **ADDENDUM NO. 3** to your bid packet so as to permit your company to submit a complete bid. See original request for bid packet LEGAL NOTICE page 3, paragraph 9.

Acknowledge receipt of ADDENDUM NO. 3 by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 3** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 3** will complete your RFB packet for **"Hidalgo County – Service/Repair & Maintenance of County Generators".**

Thank you for your prompt attention to this matter.

Martha L. Salazar

BY: _____

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

ADDENDUM NO. 3
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

ADDENDUM NO. 3

August 7, 2014

Hidalgo County

Service/Repair & Maintenance of County Generators

RFB NO.: 2014-297-07-30-MSS

EXTENDED BID OPENINGS UNTIL ~~AUGUST 6, 2014~~ AUGUST 13, 2014

PLEASE NOTE THE FOLLOWING CHANGES:

1. Replace ATTACHMENT "A" with attached **Revised Attachment "A"**
Notice the addition of a column for Megohmeter Testing to be done on an as needed.

I, _____, acknowledge receipt of ADDENDUM NO. 3 dated, August 7, 2014, for RFB – **"Hidalgo County–Service/Repair & Maintenance of County Generators".**

_____ _____

Printed Bidder Name Date

_____

Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals may be considered a probable cause for disqualification.

Initial Assessment: $_____ per generator.

LIST OF GENERATORS AS PER SPECIFICATIONS:

List No.	DESCRIPTION OF GENERATORS		BID AMOUNTS INCLUDING TRIP						
			PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMET-ER TESTING
1	Caterpillar (3304Cat)	5CA01537							
2	Generac Power System (IT Dept)	4189450							
3	Generac Power System (New Adm 1)	Unit A S/N-2093252							
4	Generac Power System (New Adm 2)	Unit B S/N -2093251							
5	Caterpirllar (Portable Unit) – XQ30	CAT00C33 PN3X0027 3							
6	Olympian (M# D50P3)	OLY00000 VNPF0204 5							
7	Olympian (M# D200P3)	OLY00000 jnns1958							
8	Kohler Power System (Juv Just Cntr)	2085749							
9	MQ Multi Quip	5586850							
10	Kohler Power System (Old Juv-	386346 Spc-PA-							

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

List No.	DESCRIPTION OF GENERATORS		BID AMOUNTS INCLUDING TRIP						
			PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMET-ER TESTING
	Morgue)	205228-A							
11	Generac	2049892							
12	Caterpillar	CAT00C44 CD480152 1							
13	Generac 9/30/04- Pct 3 Multi	2079463							
14	Generac (Pct 3 Pav)	2103222							
15	Caterpillar	CAT00C66 TN6D0164 4							
16	Generac (Old Adm)	8723833							
17	Generac (John Aust Pena)	2111749							
18	Generac Pct1 Constable	7841464							
19	Cummins Power Gen –Pct 4 M Rd Bldg	G14070644 1							
	Additional Generators								
1	0-100 KW								
2	101-150 KW								
3	151-200 KW								
4	201-300 KW								
5	301-400 KW								

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

List No.	DESCRIPTION OF GENERATORS	BID AMOUNTS INCLUDING TRIP						
		PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMET-ER TESTING
6	401-500 KW							
7	501-600 KW							

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year.
With an optional price of service for transfer switch scheduled maintenance and load bank testing on all generators.

REPAIR PARTS:

Mark up rate for parts_____%

EXTENDED HOURS SERVICES REQUESTS:

Technician Labor hourly fee: $ _____

EMERGENCY SERVICES REQUESTS:

Commitment for emergency response within 4 hours: Yes___ No ___
Technician Labor hourly fee: $_____

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME/TITLE: _____

PURCHASING DEPARTMENT
County Of Hidalgo

July 14, 2014

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Service/Repair and Maintenance of County Generators"**
Bid No: 2014-297-07-30-MSS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
"Service/Repair and Maintenance of County Generators"

Bid No: 2014-297-07-30-MSS

1. **Request for Bid Letter, consists of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 9 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Service Contract consisting of 9 pages.**
9. **Certification Regarding Debarment 1 page.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

7-14-2014
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY
"Service/Repair and Maintenance of County Generators"

BID OPENING DATE:

July 30, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY – SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2014-297-07-30-MSS HIDALGO COUNTY – "SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JULY 30, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS -2014-297-07-30-MSS HIDALGO COUNTY – "SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **BID-2014-297-07-30-MSS HIDALGO COUNTY "SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS"** 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 Facilities Management
  3100 S. Business 281
  P.O. Box 1356
  Edinburg, TX 78539
  ATTN.: Richard Sunday (956) 289-7850

17. Schedule of Events

Pre-Bid Conference, 9:30 AM	**July 21, 2014**
Bid Opening, 9:30 AM	**July 30, 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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may

result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for

HIDALGO COUNTY
"SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS"
BID No. -2014-297-07-30-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB -SPECIFICATIONS

REQUIREMENTS/SPECIFICATIONS

Hidalgo County is seeking to contract with a vendor providing the most advantageous bid to the County to conduct all of Services/ Maintenance and Repairs of Generators on a Quarterly, Annually and/or Triennial basis as required for each generator here in listed.

Maintenance Services will be provided in accordance with the following specifications and manufacturer recommendations.

Bid price/fees must include service trip, all labor and materials to properly service and maintain as necessary, including but not limited to Load Bank Testing, Automatic Transfer, Megohmeter, Fuel, and Annual Preventive Maintenance Levels 1, 2, and 3.

The Generators to be maintained consists of the following:

#	Manufactor	KW/Voltage	Serial #	Model #	Building	Location	Fuel/ Qty
1	Caterpillar (3304 Cat)	Volt: 240/480	5CA01537	SR-4	County Courthouse	100 N. Closner Edinburg, Tx	Diesel
2	Generac Power System	KVA:25 Volt:120/240 PH-1	4189450	0047460	County Courthouse –IT Room	100 N. Closner Edinburg, Tx	Natura l Gas
3	Generac Power System	Amps 800A Type – MD6	Unit A S/N-2093252	8103541000	New Admin #1	2802 S. Business Hwy 281 Edinburg, Tx	Diesel
4	Generac Power System	Amps 800A Type – MD6	Unit B S/N -2093251	8103540600	New Admin #2	2802 S. Business Hwy 281 Edinburg, Tx	Diesel
5	Caterpillar (Portable Unit) -- XO30	37.5 KVA	CAT00C33PN3X00273	XO30-6	C.O.Health Department	1304 S 25th St. Edinburg, Tx	Diesel
6	Olympian	62.5 KVA 240/120/3PH	OLY00000VNPF02045	D50P3	C.O Health Department	1304 S 25th St. Edinburg, Tx	Diesel
7	Olympian	250 KVA 228/120/3PH	OLY00000jnn501958	D200P3	C.O Health Department	1304 S 25th St. Edinburg, Tx	Diesel
8	Kohler Power System	KW-500 Volt: 480 3-PH	20857490	500REZV8	Juvenile Justice Center	1001 N. Doolittle Rd. Edinburg, Tx	Diesel
9	MQ Multi Quip	120/240/1PH	5586850	D-A-7000SS	Restitution Center	1124 N M.Road Edinburg, Tx	Diesel
10	Kohler Power System	RPM-1800 3PH 75 KVA Diesel	386346 Spc-PA-205228-A	60ROZJ81	Old Juvenile Detention Center	3100 S. Business Hwy 281 Edinburg, Tx	Diesel
11	Generac	KVA 40.0 Volt: 120/240/PH-1	2049892	99A04444-9	Fac Mgt Spare Systme	3100 S Business Hwy 281 Edinburg, Tx	Diesel
12	Caterpillar	KVA: 125 3-PH	CAT00C44CD4801521	D100-6	Pct No.4 Offices	1001 N. Doolittle Rd. Edinburg, Tx	Diesel
13	Generac 9/30/04	KVA:100 KW:80 Volt:120/208/3PH	2079463	4451540100	Pct No. 3-Multiplex Center	724 N. Breyfogle PO.Box 607 Mission, Tx	Diesel
14	Generac	KVA: 188 KW:150 Volt:120/240/3PH	2103222	1117400020 0	Pct No 3- Pavilion	Mission, Texas	Diesel
15	Caterpillar	KW: 175.0 KVA:218.8 Volt: 208/120 3-PH	CAT00C66TN6D01644	D175-2	Pct 2 Pharr Clinic, Hall Acres	300 W Hall Acres Rd. Ste B, Pharr, Tx	Diesel
16	Generac	1000 KW 1250 KVA 60HZ .8PF 277/480 Volt 1503.5/.0 AMP	8723833	MD1000KG 12160D18G PSY2	Old Admin	100 E Cano St, Edinburg, Tx	Diesel
17	Generac	KW: 150 KVA: 188 Volt: 277/480 3 PH	2111749	1308590010 0	John Austin Pena	3341 E. Schunior Edinburg, Tx	Diesel

GENERATOR'S LIST ADDITIONS AND DELETIONS

1. **Revisions to list may be made in the event a generator is added or deleted from the services.** Due to new generators becoming available during the term of this bid, listed generators may change.
2. Additional sites will be priced based on Kilo Watts as listed on Exhibit B.

EXHIBIT "A"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB -SPECIFICATIONS

REQUIREMENTS

1. Participants must be authorized factory trained by generator manufacturer and certified to work on at least one of the following listed equipment and its switch gear (i.e. ISO Links, Zenith, ASCO series 300, Kohler (Detroit Diesel), and Generac SD 100-Mitsubish).

2. PARTS –For additional parts not included as preventive services parts, with previous approval from County Facilities Management, awarded vendor will be allowed to provide parts with a markup rate. Vendor must use genuine manufacturer parts (filters oil, air, diesel, and misc. parts) as first option and equal or better.

3. At the time of submission of invoices to the Hidalgo County, awarded vendor must provide invoices for parts purchased to repair generators, for auditing purposes and verification of mark up rate.

4. Awarded vendor must be able to provide service/ maintenance and repair to generators in accordance with the National Electric Code (N E C), the life Safety Code, and the National Fire Protection Association and the Joint Commission.

5. Technicians must be available (24) twenty–four hours (7) seven days a week.

6. Vendors must provide bid pricing on the following:

    a) A technician fee on an "As needed basis" per hour (normal hours and after hours).

    b) Percentage mark up rate for parts for related preventive services repairs.

TERMS & CONDITIONS

1. All costs and expenses associated with the preparation and submission of (proposal, proposals and / or quotes) shall be responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto **HIDALGO COUNTY.**

2. **The term of the contract** will be for three (3) years. Bid price should remain firm thru the term of the contract including any extensions.

3. Hidalgo County reserves the right to continue this proposal for additional sixty (60) days Grace period at the end of the contract term for unforeseen delay in award of new proposal for next contract term.

4. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by County with a thirty (30) day written notice prior to any cancellation.

5. Hidalgo County reserves the right to award the proposal to the proposer submitting the most advantageous response meeting all requirements and specifications.

6. Hidalgo County reserves the right to award by line item or on an "all or none basis".

7. Vendor shall provide maintenance services at no additional cost other than stated on Exhibit "B" for normal maintenance and repair.

7. Hidalgo County reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

8. The awarded vendor will maintain all insurance requirements and its limits through out the agreement term, as described and listed in Exhibit "C" Insurance requirements.

9. Hidalgo County has the authority to utilize other State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to hold proposals for a period of ninety (90) days without taking any action.

11. After bid is awarded, if awarded bidder defaults in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low proposer. In such event, County shall charge the awarded bidder the difference for any additional cost of such item.

MAINTENANCE AND SERVICES

The awarded vendor will conduct an initial assessment of generator's current conditions. This assessment should be included as a line item in the proposal.

The awarded vendor will propose a preventive maintenance schedule for each generator based on assessment result.

Proposal should be based on the following schedule of preventive maintenance services:

PM LEVEL 1 Services are recommended Quarterly
PM LEVEL 2 Services are Recommended Annually
PM LEVEL 3 Services are Recommended every Three (3) years
TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually
LOAD BANK TESTING Recommended Annually

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all generators.

DETAILED DESCRIPTION OF SCHEDULED MAINTENANCE SERVICE LEVELS

Scheduled Maintenance

PM LEVEL 1 – Services are recommended Quarterly

GENERAL

- Visual Inspection – Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.
- Wipe off unit – Clean oil, coolant, fuel and acid deposits. Police generator area.

COOLING SYSTEM

- Radiator/Heat Exchanger – Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant – Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- Hoses and Connections – Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan – Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan Belts – Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater – Inspect for proper operation. Check thermostat settings for proper coolant temperature.
- Water Pump – Visual and operational inspection for leaks or unusual noises.

FUEL SYSTEM

- Fuel Tank – Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water Trap/Separator – Drain water from fuel tank or water separator when possible.
- Fuel Lines and Connections – Inspect for leaks and tightness of connections. Check line brackets.
- Governor and Controls – Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) – Inspect for damage, leaks and proper operation.
- Fuel Pressure – Operational check of gauge and correct pressure.

AIR INDICTION and EXHAUST SYSTEM

- Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset Indicator.
- Air Filter – Inspect. Clean as necessary
- Air Inlet System – Inspect piping and air filer housing for damage, loose connections, and evidence of leaks. Clean air filters housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger – Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust Manifold – Inspect for damage, loose or missing hardware, evidence of exhaust leakage and wet-stacking. Load bank recommendation, inspect for oil slobbering.
- Exhaust System – Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

LUBE OIL SYSTEM

- Oil Level – Inspect for correct oil level and contamination.
- Visual inspect unit for leaks.
- Oil Pressure – Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.
- Crankcase Breather – Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.
- Scheduled Oil Sample – Obtain oil sample for analysis (optional for Level 1).

STARTING SYSTEM

- Batteries – inspect for damage or leakage, clean acid neutralizer. Clean and tighten all battery cable connections.

- Batteries (Specific Gravity) – Check electrolyte level and specific gravity. Fill cells with distilled water as necessary
- Battery Charger – Inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting Motor – Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- Alternator – Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

ENGINE MONITORS AND SAFETY CONTROLS

- Safety Controls – Check for: loose connections, and wiring deterioration.
- Remote Annunciator and Alarms – Inspect and test all panel and system alarms.

CONTROL PANEL

- Start Controls – Manual/Auto – Operational check for proper operation. Check automatic start (if allowed).
- Voltmeter – Operational check for correct readings. Check voltage level.
- Ammeter – Operational check for correct readings, if load is available.
- Frequency Meter – Operational check for correct readings. Load and no load readings, if possible.

Scheduled Maintenance

PM LEVEL 2 Services are Recommended Annually

(Includes all services Level 1 -Inspection, as well as the following).

FUEL SYSTEM

- Fuel Filter – Replace. Inspect for proper sealing and operation.

LUBE OIL SYSTEM

- Oil and Filters – Change. Inspect all gaskets and seals.
- S.O.S – Obtain oil sample for analysis.
- Crankcase Breather – Inspect and clean or replace if applicable.

AIR INDUCTION SYSTEM

- Turbocharger – Check for oil leakage or unusual noises.
- Air Filter – Inspect. Clean or replace as necessary.

ENGINE MONITORS AND SAFETY CONTROLS

- Gauge Accuracy – Check oil pressure, water temperature, and alternator gauge for accuracy.
- Safety Controls – Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote Annunciator and alarms – Inspect and test alarms for proper operation.

GENERATOR

- Generator Rear Bearing – Lubricate if applicable.
- Vibration Isolators – Check for proper adjustment and condition.

CONTROL PANEL

- Circuit Breakers – Inspect for free movement and tight connections, if accessible.

Scheduled Maintenance

PM LEVEL 3 Services are Recommended every Three (3) years

(Includes All Services Previously Listed Under **Level 1 and Level 2.** As Well As the Following)

COOLING SYSTEM

- Coolant – Drain, flush and replace coolant.
- Thermostats – Replace
- Fan Belts – Replace
- Hoses – Replace all cooling system hoses including jacket water heater hoses.

STARTING SYSTEM

- Batteries – Test
- Alternator Belt - Replace.

AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter – Replace
- Adjust Valves and replace cover gaskets (as dictated by manufacturer's Operation and Maintenance Guide).

TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually

INTERIOR WIRING COMPONENTS

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check and tighten, where necessary, all control circuit wiring terminals.
- Check manual switches for free movement and contact continuity.
- Check all time delay settings and adjust to the customer's specifications.
- Check condition of main and arcing contracts and auxiliary contracts.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check lug connections and mounting insulator bolts (de-energized switch).
- Megger test generator windings and rotor for proper resistance.
- Check for proper transfer operation and sequencing of time control relays.
- Calibrate all phase and voltage sensitive relays.
- Perform infrared heat scan on all cable connections. Clean and torque as necessary.

ENCLOSURE

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

MISCELLANEOUS

- Record findings of the inspection. Note corrective action taken.
- Report unsafe conditions.
- Report recommendations for replacement of major components.

LOAD BANK TESTING Recommended Annually (Required annually for most applications)
(SEE NFPA 110 & NFPA 99)

In addition to your Scheduled Maintenance services, we also recommend having a two – (2) hour Load Bank Test performed annually, in conjunction with your regular service. This test will prevent a condition known as "wet stacking", which is the presence of carbon particles, unburned fuel, acids and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication what wet stacking is occurring.

The NFPA 110 states the following regarding Load Bank Testing (this also applies to **NFPA 99** for Healthcare Facilities, pertinent information is underlined):

6-4 Operational Inspection and Testing.

6-4.1* Level 1 and Level 2 EPSS's, including all appurtenant components, shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load Shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

6-4.2* Generator sets in Level 1 and Level 2 service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods.

(a) Under operating temperatures conditions or at not less than 30 percent of the EPS nameplate rating

(b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer.

The date and time of day for required testing shall be decided by the owner, based on facility operations

6-4.2.2 Diesel-powered EPS installations that do not meet the requirements of 6-4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of the nameplate rating for 30 minutes, followed by 50 percent of the nameplate rating for 30 minutes, followed by 75 percent of the nameplate rating for 60 minutes, for a total of 2 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only achieved by running it under recommended load (usually 30 % to 50 % of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Load Bank Testing for a minimum of two continuous hours at 80-100 % of the nameplate rating on the customer's generator, which will exceed the requirements of the requirements of the National Fire Protection Association. Unless otherwise specified by the customer.

MEGOHMETER TESTING

Test main stator, main rotor, exciter, and exciter rotor. Record data for reference

FUEL ANALYSIS – Recommended Annually

Property	Test Methods (*)	Low Sulfur No. 1-D	No. 1-D	Low Sulfur No. 2-D	No. 2-D	No. 4-D
Flash Point C, min	D 93	38	38	52	52	55
Water and Sediment, % vol, max	D 2709 D 1796	0.05	0.05	0.05	0.05	0.05
Distillation temperature, C 90 % vole covered Min Max	D86	288	288	282 338		
Kinematic Viscosity, 40 C sCt	D445	1.3	1.3	1.9	1.9	5.5

EXHIBIT "A"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB -SPECIFICATIONS

Min Max		2.4	2.4	4.1	4.1	24
Ash, % mass, max	D482	0.01	0.01	0.01	0.01	0.1
Sulfur, % mass,max	D2622	0.05	0.05	0.05	0.05	2
Copper strip corrosion, 3 hr at 50 C, max rating	D130	No. 3	No. 3	No. 3	No. 3	
Cetane number, min	D613	40	40	40	40	30
One of the following: 1.) Cetain index min 2.)Aromaticity, % vol, max	D976 D1319	40 35		40 35		
Ramsbottom carbon residue on 10 % distillation residue, % mass, max	D524	0.15	0.15	0.35	0.35	

Fuel analysis should include, but is not limited to testing for the following in accordance with ASTM D 975 Requirements for Diesel Fuel Oils (from Chevron "Diesel Fuels Technical Review", Copyright 1998, P.34):

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in proposal prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of

expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

PRE-BID MEETING:

A pre-bid meeting has been scheduled to be held on **Monday, July 21, 2014 at 9:30 am** in the conference room of the Hidalgo County Purchasing Department, 2802 South Business Hwy 281, Edinburg, TX.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, proposals, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us OR VIA FACSIMILE TO (956) 318-2629, NO LATER THAN, WEDNESDAY, July 23, 2014, BY 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN, **FRIDAY, July 25, 2014 BY 5:00 P.M.**

EXHIBIT "B"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

Initial Assessment: $_____ per generator.

LIST OF GENERATORS AS PER SPECIFICATIONS:

#	DESCRIPTION OF GENERATORS	AMOUNTS PER TRIP					
		PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE
1	Caterpillar (3304Cat)						
2	Generac Power System (IT Dept)						
3	Generac Power System (New Adm 1)						
4	Generac Power System (New Adm 2)						
5	Caterpirllar (Portable Unit) –XQ30						
6	Olympian (M# D50P3)						
7	Olympian (M# D200P3)						
8	Kohler Power System (Juv Just Cntr)						
9	MQ Multi Quip						
10	Kohler Power System (Old Juv- Morgue)						
11	Generac						
12	Caterpillar						
13	Generac 9/30/04- Pct 3 Multi						
14	Generac (Pct 3 Pav)						
15	Caterpillar						
16	Generac (Old Adm)						
17	Generac (John Aust Pena)						

Additional Generators							
1	0-100 KW						
2	101-150 KW						
3	151-200 KW						
4	201-300 KW						
5	301-400 KW						
6	401-500 KW						
7	501-600 KW						

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

Mark up rate for parts_____%

D. Additional Services Technician Fee:

1. Normal Hours $ _____ (specify hours) _____ to _____

2. After Hours $ _____ (specify hours) _____ to _____

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME/TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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.

Revised 10/02/08

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					

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"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) Less than 125,000 annual gross receipt — Black American — Native American Less than 250,000 annual gross receipt — Hispanic American — Women Less than 499,000 annual gross receipt — Asian Pacific American — Other More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: Yes No Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

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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. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | - | | | | - | | | | |

or

Employer identification number
| | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

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

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

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

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-297-00-00

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THIS CONTRACT is made and entered into this _____ day of _____, 2014 by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Service/Repair and Maintenance of County Generators" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend

to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on _____, 201__ and expiring on _____, 201__, Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County

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arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

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

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

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: _____
_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

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thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

DRAFT

WITNESS our hands in duplicate originals this ___day of _____,

201__.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

_____

By:_____
Printed Name: _____
Title:_____

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EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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EXHIBIT "B"

VENDOR'S BID

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EXHIBIT "C"

INSURANCE REQUIREMENTS

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Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals may be considered a probable cause for disqualification.

Initial Assessment: $ ____ per generator.

LIST OF GENERATORS AS PER SPECIFICATIONS:

List No.	DESCRIPTION OF GENERATORS		BID AMOUNTS INCLUDING TRIP						
			PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMET-ER TESTING
1	Caterpillar (3304Cat)	5CA01537	195	395	1195	495	150	150	495
2	Generac Power System (IT Dept)	4189450	195	395	1195	495	150	150	495
3	Generac Power System (New Adm 1)	Unit A S/N-2093252	195	695	2295	795	150	150	495
4	Generac Power System (New Adm 2)	Unit B S/N -2093251	195	695	2295	795	150	150	495
5	Caterpirllar (Portable Unit) – XQ30	CAT00C33 PN3X0027 3	195	395	1195	495	150	150	495
6	Olympian (M# D50P3)	OLY00000 VNPF0204 5	195	395	1195	495	150	150	495
7	Olympian (M# D200P3)	OLY00000 jnns1958	195	495	1495	545	150	150	495
8	Kohler Power System (Juv Just Cntr)	2085749	195	895	2995	795	150	150	495
9	MQ Multi Quip	5586850	195	395	1195	495	150	150	495
10	Kohler Power System (Old Juv-	386346 Spc-PA-	195	395	1195	495	150	150	495

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

List No.	DESCRIPTION OF GENERATORS		BID AMOUNTS INCLUDING TRIP						
			PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMET-ER TESTING
	Morgue)	205228-A							
11	Generac	2049892	195	395	1195	495	150	150	495
12	Caterpillar	CAT00C44 CD480152 1	195	495	1495	495	150	150	495
13	Generac 9/30/04- Pct 3 Multi	2079463	195	495	1495	495	150	150	495
14	Generac (Pct 3 Pav)	2103222	195	495	1495	495	150	150	495
15	Caterpillar	CAT00C66 TN6D0164 4	195	495	1495	495	150	150	495
16	Generac (Old Adm)	8723833	195	1045	3495	1195	150	150	495
17	Generac (John Aust Pena)	2111749	195	495	1495	495	150	150	495
18	Generac Pct1 Constable	7841464	195	495	1495	495	150	150	495
19	Cummins Power Gen –Pct 4 M Rd Bldg	G14070644 1	195	495	1495	495	150	150	495
	Additional Generators								
1	0-100 KW		195	395	1195	495	150	150	495
2	101-150 KW		195	395	1195	495	150	150	495
3	151-200 KW		195	395	1195	495	150	150	495
4	201-300 KW		195	495	1495	545	150	150	495
5	301-400 KW		195	595	1595	595	150	150	495

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

List No.	DESCRIPTION OF GENERATORS	BID AMOUNTS INCLUDING TRIP						
		PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMET-ER TESTING
6	401-500 KW	195	695	2295	645	150	150	495
7	501-600 KW	195	795	2395	695	150	150	495

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year.
With an optional price of service for transfer switch scheduled maintenance and load bank testing on all generators.

REPAIR PARTS:

Mark up rate for parts 20 **%**

EXTENDED HOURS SERVICES REQUESTS:

Technician Labor hourly fee: $ 112 regular time $168 overtime

EMERGENCY SERVICES REQUESTS:

Commitment for emergency response within 4 hours: Yes ✓ **No** ___
Technician Labor hourly fee: $ 112 regular time $168 overtime

OPENED
8/13/14
10:15
Witnessed

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: HOLT CAT

ADDRESS: 1319 South Padre Island Drive

CITY/STATE/ZIP CODE: Corpus Christi, Texas, 78416

PHONE & FAX NO'S: 361-698-5745 phone 361-852-3237 fax

CELLULAR NO: 361-946-2934

E-MAIL ADDRESS: Joe.Washington@Holtcat.com

AUTHORIZED SIGNATURE: Joe Washington

PRINTED NAME/TITLE: Joe Washington Product Support

OPENED
8/13/14
10:15
Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/22/2014

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
Marsh USA, Inc.
9830 Colonnade Blvd., Suite 400
San Antonio, TX 78230
Attn: Matthew Lange 210-691-4160

413630-GAWX-GAWX-14-15 000267

INSURED
Holt Texas, LTD.
3302 South W. W. White Road
San Antonio, TX 78222

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	National Union Fire Insurance Co	19445
INSURER B :	Commerce And Industry Ins Co	19410
INSURER C :	Insurance Company Of The State Of PA	19429
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** HOU-002007736-11 **REVISION NUMBER:7**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			3823573	04/01/2014	03/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Location - Gen. Agg	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			3314338	04/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			BE C61234791	04/01/2014	03/01/2015	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		026034835	04/01/2014	03/01/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is Additional Insured, with regards to GL as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Marc Crane

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THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-14-297-10-28

THIS CONTRACT is made and entered into this 28th day of October, 2014 by and between the **County of Hidalgo, Texas** ("County"), and Waukesha-Pearce Industries, Inc. Company ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Service/Repair and Maintenance of County Generators"** (on an as needed basis) (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on **October 31st, 2014** and expiring on **October 30th, 2017.** Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

10. This Contract shall not be assignable in whole or in part by either

party without prior written consent of the other party.

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

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

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: Waukesha Pearce Industries, Inc.
Attn: Jeff Mechler, Product Support Sales Rep.
6450 N. Loop 1604 East
San Antonio TX, 78247

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any

other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann.

' 271.903 (Vernon Supp. 1996).

18. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ___day of _____

_____, 2014.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

Waukesha-Pearce Industries, Inc.

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

July 28, 2014

RE: ADDENDUM NO.1
FOR RFB No.: 2014-297-07-30-MSS
"Hidalgo County –Service/Repair & Maintenance of County Generators".

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1** in connection with **Hidalgo County"** -request for bids for – **"Service/Repair & Maintenance of County Generators".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original request for bid packet LEGAL NOTICE page 3, paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"Hidalgo County – Service/Repair & Maintenance of County Generators".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

July 28, 2014

Hidalgo County
Service/Repair & Maintenance of County Generators
RFB NO.: 2014-297-07-30-MSS
EXTENSION OF BID OPENINGS UNTIL AUGUST 6, 2014

PLEASE NOTE THE FOLLOWING CHANGES:

BIDS DUE DATE IS HEREIN EXTENDED UNTIL

WEDNESDAY, AUGUST 6, 2014 AT 9:30 A.M.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, July 28, 2014, for RFB – **"Hidalgo County–Service/Repair & Maintenance of County Generators".**

_____ _____

Printed Bidder Name Date

_____

Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

PURCHASING DEPARTMENT
County Of Hidalgo

August 4, 2014

RE: ADDENDUM NO.2
FOR RFB No.: 2014-297-07-30-MSS
"Hidalgo County –Service/Repair & Maintenance of County Generators".

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2** in connection with **Hidalgo County"** -request for bids for – **"Service/Repair & Maintenance of County Generators".**

Please add this **ADDENDUM NO. 2** to your bid packet so as to permit your company to submit a complete bid. See original request for bid packet LEGAL NOTICE page 3, paragraph 9.

Acknowledge receipt of ADDENDUM NO. 2 by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 2** will complete your RFB packet for **"Hidalgo County – Service/Repair & Maintenance of County Generators".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 2
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

ADDENDUM NO. 2

August 4, 2014

Hidalgo County

Service/Repair & Maintenance of County Generators

RFB NO.: 2014-297-07-30-MSS

EXTENDED BID OPENINGS UNTIL ~~AUGUST 6, 2014~~ AUGUST 13, 2014

PLEASE NOTE THE FOLLOWING CHANGES:

I. Due to additional changes on bid specifications, an additional extension to bid openings is herein being granted:

THE NEW EXTENDED BID OPENINGS DATE IS:

WEDNESDAY, AUGUST 13, 2014 @ 9:30 am

II. ADDITIONAL REQUIREMENTS, TERMS AND CONDITIONS:

1. ***Business Service Requests:*** Hidalgo County is requesting that all services be conducted on a timely manner Monday thru Friday 8-5 or according to Hidalgo County Business schedule.
2. ***Extended Hours for Service Repairs:*** If an extended service hour is needed for any unforeseen issue a written request and schedule must be submitted to Hidalgo County Facilities Management or designated personnel. Extended Service Request will begin after 5:01 p.m. and before 8:00 a.m., Monday through Friday and Weekends.
3. ***Emergency/Holidays Service Repair:***
   - When an emergency situation arises, the department staff or designated Representative will contact contract awarded Vendor and will submit a written request.
   - The Emergency/Holidays service request will be on an Hourly/Time repair and parts rate which commences upon arrival at the job site. Vendor will respond for service within a four (4) hours maximum time frame.
   - Holiday service situations are defined as applying to any County observed holiday.

4). Points of Contacts are listed on the herein attached "**Revised List of Generators**". Vendor shall establish agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience.

5). All repairs and services (with mark up rates) will be on an AS NEEDED BASIS-ONLY. There is no guaranteed of an annual volume, for either services and/or repairs.

6). Hidalgo County requires a copy of original parts invoice to insure verification of the markup percentage.

7). All service repair invoices will be reviewed for billed hours, materials and parts used, and for compliance with contract terms and conditions prior to approving invoice for payment.

8). BID AWARD:

- All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the lowest and best value bid for Hidalgo County including, but not limited to the following:
  a. The overall purchase price.
  b. Response Time: Hidalgo County will consider as a determining factor to award this project to the vendor committed to respond to a 4 hour guaranteed service response time frame.
  c. The reputation of the bidder.
  d. The quality of the bidder's goods or services from references.
  e. The bidder's past performance.

- Hidalgo County reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up vendor to be used in emergency situations in the event the primary vendor is unable to respond as needed.

- Hidalgo County may award to a secondary vendor that will be called under the following circumstances:
  a. When primary awarded vendor does not arrive within the 4 hour commitment or informs the County of its inability to comply.
  b. When the County finds that an additional service provider is required due to simultaneous break downs have occurred.
- Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
- Bids will be considered irregular and may be rejected by Hidalgo County if bids show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, Hidalgo County reserves the right to waive any irregularities and to make the award providing the best value to the County.

9). Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

10). Replace bid page (Exhibit "B") with herein **ATTACHMENT "A" –REVISED EXHIBIT "B"**

11). Replace original list of generators with herein **ATTACHMENT "B" –REVISED LIST OF GENERATORS.**

12). QUESTIONS/ANSWERS:

Q1. On Page 12, you have a list of requirements. The first requirement listed talks about factory trained generatortechnicians in relation to the existing equipment. Is this going to be mandatory?
A1: Yes, it is required.

Q2. The Caterpillar Serial number is not valid on Unit #1. Can you please verify the kW size for this unit?
A2. KW verified on **Revised Generator List.**

Q3. Is the Megohmeter Testing to be completed Annually or as part of the 3 year service?
A3. Megohmeter Testing will be as needed.

Q4. Also, has a cost estimate or budget been established?
A4. On as needed basis -No estimated budget

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, August 4, 2014, for RFB – **"Hidalgo County–Service/Repair & Maintenance of County Generators".**

_____ _____

Printed Bidder Name Date

_____

Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

ATTACHMENT "A"

REVISED EXHIBIT "B" (PER ADDUNDUM No. 2)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals may be considered a probable cause for disqualification.

Initial Assessment: $_____ per generator.

LIST OF GENERATORS AS PER SPECIFICATIONS:

List No.	DESCRIPTION OF GENERATORS		BID AMOUNTS INCLUDING TRIP					
			PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST
1	Caterpillar (3304Cat)	5CA01537						
2	Generac Power System (IT Dept)	4189450						
3	Generac Power System (New Adm 1)	Unit A S/N-2093252						
4	Generac Power System (New Adm 2)	Unit B S/N -2093251						
5	Caterpirllar (Portable Unit) – XQ30	CAT00C33 PN3X0027 3						
6	Olympian (M# D50P3)	OLY00000 VNPF0204 5						
7	Olympian (M# D200P3)	OLY00000 jnns1958						
8	Kohler Power System (Juv Just Cntr)	2085749						
9	MQ Multi Quip	5586850						
10	Kohler Power	386346						

ATTACHMENT "A"

REVISED EXHIBIT "B" (PER ADDUNDUM No. 2)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

List No.	DESCRIPTION OF GENERATORS		BID AMOUNTS INCLUDING TRIP					
			PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST
	System (Old Juv-Morgue)	Spc-PA-205228-A						
11	Generac	2049892						
12	Caterpillar	CAT00C44CD4801521						
13	Generac 9/30/04- Pct 3 Multi	2079463						
14	Generac (Pct 3 Pav)	2103222						
15	Caterpillar	CAT00C66TN6D01644						
16	Generac (Old Adm)	8723833						
17	Generac (John Aust Pena)	2111749						
18	Generac Pct1 Constable	7841464						
19	Cummins Power Gen –Pct 4 M Rd Bldg	G140706441						
Additional Generators								
1	0-100 KW							
2	101-150 KW							
3	151-200 KW							
4	201-300 KW							

ATTACHMENT "A"

REVISED EXHIBIT "B" (PER ADDUNDUM No. 2)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

List No.	DESCRIPTION OF GENERATORS		BID AMOUNTS INCLUDING TRIP					
			PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST
5	301-400 KW							
6	401-500 KW							
7	501-600 KW							

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year.
With an optional price of service for transfer switch scheduled maintenance and load bank testing on all generators.

REPAIR PARTS:

Mark up rate for parts_____%

EXTENDED HOURS SERVICES REQUESTS:

Technician Labor hourly fee: $ _____

EMERGENCY SERVICES REQUESTS:

Commitment for emergency response within 4 hours: Yes___ No ___
Technician Labor hourly fee: $_____

ATTACHMENT "A"

REVISED EXHIBIT "B" (PER ADDUNDUM No. 2)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME/TITLE: _____

ATTACHMENT "B"

REVISED GENERATORS LIST (PER ADDENDUM No. 2)

"Service/Repair and Maintenance of County Generators"

RFB 2014-297-07-30-MSS

List No.	Manufactor	KW/Voltage	Serial #	Model #	Fuel	Building/Location	POINT OF CONTACT
1	Caterpillar (3304 Cat)	KVA 131 KW-105 V-240/480/3 PH	5CA01537	SR-4	Diesel	COUNTY COURTHOUSE 100 N. Closner Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
2	Generac Power System	KVA:25 KW -25 Volt:120/240 PH-1	4189450	0047460	Natural Gas	COUNTY COURTHOUSE –IT ROOM 100 N. Closner Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
3	Generac Power System	KVA-625 KW-500 V-277/480/3 PH	Unit A S/N-2093252	8103541000	Diesel	NEW ADMIN #1 2802 S. Business Hwy 281 Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
4	Generac Power System	KVA -625 KW - 500 V-277/480/3 PH	Unit B S/N - 2093251	8103540600	Diesel	NEW ADMIN #2 2802 S. Business Hwy 281 Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
5	Caterpillar (Portable Unit) – XO30	KVA 37.5 KW-30 V-208/480/3 PH	CAT00C33PN3X 00273	XO30-6	Diesel	C.O.HEALTH DEPARTMENT 1304 S 25th St. Edinburg, Tx	HEALTH DEPARTMENT Rigoberto Hinojosa Office: 956-383-6221 X-725
6	Olympian	KVA 62.5 KW 50 V-240/120/3 PH	OLY00000VNPF 02045	D50P3	Diesel	C.O HEALTH DEPARTMENT 1304 S 25th St. Edinburg, Tx	HEALTH DEPARTMENT Rigoberto Hinojosa Office: 956-383-6221 X-7252
7	Olympian	KVA 250 KW 200 V-208/120/ 3-PH	OLY00000jnns19 58	D200P3	Diesel	C.O HEALTH DEPARTMENT 1304 S 25th St. Edinburg, Tx	HEALTH DEPARTMENT Rigoberto Hinojosa Office: 956-383-6221 X-7252

ATTACHMENT "B"

REVISED GENERATORS LIST (PER ADDENDUM No. 2)

"Service/Repair and Maintenance of County Generators"

RFB 2014-297-07-30-MSS

List No.	Manufactor	KW/Voltage	Serial #	Model #	Fuel	Building/Location	POINT OF CONTACT
8	Kohler Power System	KVA -594 KW-475 V-120/240/3 PH	2085749	500REZV8	Diesel	JUVENILE JUSTICE CENTER 1001 N. Doolittle Rd. Edinburg, Tx	JUVENILE JUSTICE CENTER Eduardo Martinez Office: (956) 587-6200 Ext. 7111 Cell: (979) 540-9458
9	MQ Multi Quip	RATED OUTPUT-6000W KW- 7.7 V-120/240/1-PH	5586850	D-A-7000SS	Diesel	ADULT PROBATION-SATF 1124 N M.Road Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
10	Kohler Power System	KVA -75 KW-60 V-120/240/3-PH	386346 Spc-PA-205228-A	60ROZJ81	Diesel	FORENSIC CENTER 3100 S. Business Hwy 281 Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
11	Generac	KVA 40 KW-40 V-120/240/ 1-PH	2049892	99A04444-s	Diesel	FAC MGT SPARE SYSTEM 3100 S Business Hwy 281 Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
12	Caterpillar	KVA: 125 KW-100 V-208/120/3-PH	CAT00C44CD48 01521	D100-6	Diesel	PCT NO.4 OFFICES 1001 N. Doolittle Rd. Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
13	Generac 9/30/04	KVA:100 KW:80 Volt:120/208/3PH	2079463	4451540100	Diesel	PCT NO. 3-MULTIPLEX CENTER 724 N. Breyfogle Mission, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
14	Generac	KVA: 188 KW:150 Volt:120/240/3PH	2103222	11174000200	Diesel	PCT NO 3- PAVILION Mission, Texas	FACILITIES MANAGEMENT Daniel Flores

ATTACHMENT "B"

REVISED GENERATORS LIST (PER ADDENDUM No. 2)

"Service/Repair and Maintenance of County Generators"

RFB 2014-297-07-30-MSS

List No.	Manufactor	KW/Voltage	Serial #	Model #	Fuel	Building/Location	POINT OF CONTACT
							Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
15	Caterpillar	KVA – 218.8 KW-175 V -208/120/3-PH	CAT00C66TN6D 01644	D175-2	Diesel	HEALTH DEPT -PHARR CLINIC, HALL ACRES –PCT2 COMPLEX 300 W Hall Acres Rd. Ste B, Pharr, Tx	HEALTH DEPARTMENT Rigoberto Hinojosa Office: 956-383-6221 X-72
16	Generac	KVA-1250 KW-1000 V-277/480/3-PH	8723833	MD1000KG12 160D18GPSY 2	Diesel	OLD ADMIN 100 E Cano St, Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
17	Generac	KVA -188 KW-150 V-277/480/3-PH	2111749	13085900100	Diesel	JOHN AUSTIN PENA 3341 E. Schunior Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
18	Generac	KVA- 188 KW-150 V -120/208/3-PH	7841464	15011760100	Diesel	PCT 1 CONSTABLES 1902 Joe Stephens Weslaco, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826
19	Cummins Power Gen	KVA-312.5 KW-250.0 V277/480/PH3	G140706441	DQDAA-1409677	Diesel	PCT 4 "M" ROAD 1124 North M Rd Edinburg, Tx	FACILITIES MANAGEMENT Daniel Flores Office: 956-289-7858 x 4355 Cell: 956-292-3653 Sefe Garza: Office: 956-289-7850 Cell: 956-463-6826

PURCHASING DEPARTMENT
County Of Hidalgo

August 7, 2014

RE: ADDENDUM NO. 3
FOR RFB No.: 2014-297-07-30-MSS
"Hidalgo County –Service/Repair & Maintenance of County Generators".

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 3** in connection with **Hidalgo County"** -request for bids for – **"Service/Repair & Maintenance of County Generators".**

Please add this **ADDENDUM NO. 3** to your bid packet so as to permit your company to submit a complete bid. See original request for bid packet LEGAL NOTICE page 3, paragraph 9.

Acknowledge receipt of ADDENDUM NO. 3 by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us .

If you do not receive all pages of **ADDENDUM NO. 3** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 3** will complete your RFB packet for **"Hidalgo County – Service/Repair & Maintenance of County Generators".**

Thank you for your prompt attention to this matter.

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 3
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

ADDENDUM NO. 3

August 7, 2014

Hidalgo County

Service/Repair & Maintenance of County Generators

RFB NO.: 2014-297-07-30-MSS

EXTENDED BID OPENINGS UNTIL ~~AUGUST 6, 2014~~ AUGUST 13, 2014

PLEASE NOTE THE FOLLOWING CHANGES:

1. Replace ATTACHMENT "A" with attached **Revised Attachment "A"**
Notice the addition of a column for Megohmeter Testing to be done on an as needed.

I, _____, acknowledge receipt of ADDENDUM NO. 3 dated, August 7, 2014, for RFB – **"Hidalgo County–Service/Repair & Maintenance of County Generators".**

_____ _____

Printed Bidder Name Date

_____

Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals may be considered a probable cause for disqualification.

Initial Assessment: $_____ per generator.

LIST OF GENERATORS AS PER SPECIFICATIONS:

List No.	DESCRIPTION OF GENERATORS		BID AMOUNTS INCLUDING TRIP						
			PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMET-ER TESTING
1	Caterpillar (3304Cat)	5CA01537							
2	Generac Power System (IT Dept)	4189450							
3	Generac Power System (New Adm 1)	Unit A S/N-2093252							
4	Generac Power System (New Adm 2)	Unit B S/N -2093251							
5	Caterpirllar (Portable Unit) – XQ30	CAT00C33 PN3X0027 3							
6	Olympian (M# D50P3)	OLY00000 VNPF0204 5							
7	Olympian (M# D200P3)	OLY00000 jnns1958							
8	Kohler Power System (Juv Just Cntr)	2085749							
9	MQ Multi Quip	5586850							
10	Kohler Power System (Old Juv-	386346 Spc-PA-							

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

List No.	DESCRIPTION OF GENERATORS		BID AMOUNTS INCLUDING TRIP						
			PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMET-ER TESTING
	Morgue)	205228-A							
11	Generac	2049892							
12	Caterpillar	CAT00C44 CD480152 1							
13	Generac 9/30/04- Pct 3 Multi	2079463							
14	Generac (Pct 3 Pav)	2103222							
15	Caterpillar	CAT00C66 TN6D0164 4							
16	Generac (Old Adm)	8723833							
17	Generac (John Aust Pena)	2111749							
18	Generac Pct1 Constable	7841464							
19	Cummins Power Gen –Pct 4 M Rd Bldg	G14070644 1							
	Additional Generators								
1	0-100 KW								
2	101-150 KW								
3	151-200 KW								
4	201-300 KW								
5	301-400 KW								

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

List No.	DESCRIPTION OF GENERATORS	BID AMOUNTS INCLUDING TRIP						
		PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMET-ER TESTING
6	401-500 KW							
7	501-600 KW							

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year.
With an optional price of service for transfer switch scheduled maintenance and load bank testing on all generators.

REPAIR PARTS:

Mark up rate for parts_____%

EXTENDED HOURS SERVICES REQUESTS:

Technician Labor hourly fee: $ _____

EMERGENCY SERVICES REQUESTS:

Commitment for emergency response within 4 hours: Yes___ No ___
Technician Labor hourly fee: $_____

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME/TITLE: _____

PURCHASING DEPARTMENT
County Of Hidalgo

July 14, 2014

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Service/Repair and Maintenance of County Generators"**
Bid No: 2014-297-07-30-MSS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
"Service/Repair and Maintenance of County Generators"

Bid No: 2014-297-07-30-MSS

1. **Request for Bid Letter, consists of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 9 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Service Contract consisting of 9 pages.**
9. **Certification Regarding Debarment 1 page.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

7-14-2014
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY
"Service/Repair and Maintenance of County Generators"

BID OPENING DATE:

July 30, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY – SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2014-297-07-30-MSS HIDALGO COUNTY – "SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JULY 30, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS -2014-297-07-30-MSS HIDALGO COUNTY – "SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **BID-2014-297-07-30-MSS HIDALGO COUNTY "SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS"** 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 Facilities Management
  3100 S. Business 281
  P.O. Box 1356
  Edinburg, TX 78539
  ATTN.: Richard Sunday (956) 289-7850

17. Schedule of Events

Pre-Bid Conference, 9:30 AM	**July 21 , 2014**
Bid Opening, 9:30 AM	**July 30 , 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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may

result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for

HIDALGO COUNTY
"SERVICE/REPAIR AND MAINTENANCE OF COUNTY GENERATORS"
BID No. -2014-297-07-30-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB -SPECIFICATIONS

REQUIREMENTS/SPECIFICATIONS

Hidalgo County is seeking to contract with a vendor providing the most advantageous bid to the County to conduct all of Services/ Maintenance and Repairs of Generators on a Quarterly, Annually and/or Triennial basis as required for each generator here in listed.

Maintenance Services will be provided in accordance with the following specifications and manufacturer recommendations.

Bid price/fees must include service trip, all labor and materials to properly service and maintain as necessary, including but not limited to Load Bank Testing, Automatic Transfer, Megohmeter, Fuel, and Annual Preventive Maintenance Levels 1, 2, and 3.

The Generators to be maintained consists of the following:

#	Manufactor	KW/Voltage	Serial #	Model #	Building	Location	Fuel/ Qty
1	Caterpillar (3304 Cat)	Volt: 240/480	5CA01537	SR-4	County Courthouse	100 N. Closner Edinburg, Tx	Diesel
2	Generac Power System	KVA:25 Volt:120/240 PH-1	4189450	0047460	County Courthouse –IT Room	100 N. Closner Edinburg, Tx	Natura l Gas
3	Generac Power System	Amps 800A Type – MD6	Unit A S/N-2093252	8103541000	New Admin #1	2802 S. Business Hwy 281 Edinburg, Tx	Diesel
4	Generac Power System	Amps 800A Type – MD6	Unit B S/N -2093251	8103540600	New Admin #2	2802 S. Business Hwy 281 Edinburg, Tx	Diesel
5	Caterpillar (Portable Unit) – XO30	37.5 KVA	CAT00C33PN3X00273	XO30-6	C.O.Health Department	1304 S 25th St. Edinburg, Tx	Diesel
6	Olympian	62.5 KVA 240/120/3PH	OLY00000VNPF02045	D50P3	C.O Health Department	1304 S 25th St. Edinburg, Tx	Diesel
7	Olympian	250 KVA 228/120/3PH	OLY00000jnn501958	D200P3	C.O Health Department	1304 S 25th St. Edinburg, Tx	Diesel
8	Kohler Power System	KW-500 Volt: 480 3-PH	20857490	500REZV8	Juvenile Justice Center	1001 N. Doolittle Rd. Edinburg, Tx	Diesel
9	MQ Multi Quip	120/240/1PH	5586850	D-A-7000SS	Restitution Center	1124 N M.Road Edinburg, Tx	Diesel
10	Kohler Power System	RPM-1800 3PH 75 KVA Diesel	386346 Spc-PA-205228-A	60ROZJ81	Old Juvenile Detention Center	3100 S. Business Hwy 281 Edinburg, Tx	Diesel
11	Generac	KVA 40.0 Volt: 120/240/PH-1	2049892	99A04444-9	Fac Mgt Spare Systme	3100 S Business Hwy 281 Edinburg, Tx	Diesel
12	Caterpillar	KVA: 125 3-PH	CAT00C44CD4801521	D100-6	Pct No.4 Offices	1001 N. Doolittle Rd. Edinburg, Tx	Diesel
13	Generac 9/30/04	KVA:100 KW:80 Volt:120/208/3PH	2079463	4451540100	Pct No. 3-Multiplex Center	724 N. Breyfogle PO.Box 607 Mission, Tx	Diesel
14	Generac	KVA: 188 KW:150 Volt:120/240/3PH	2103222	1117400020 0	Pct No 3- Pavilion	Mission, Texas	Diesel
15	Caterpillar	KW: 175.0 KVA:218.8 Volt: 208/120 3-PH	CAT00C66TN6D01644	D175-2	Pct 2 Pharr Clinic, Hall Acres	300 W Hall Acres Rd. Ste B, Pharr, Tx	Diesel
16	Generac	1000 KW 1250 KVA 60HZ .8PF 277/480 Volt 1503.5/ .0 AMP	8723833	MD1000KG 12160D18G PSY2	Old Admin	100 E Cano St, Edinburg, Tx	Diesel
17	Generac	KW: 150 KVA: 188 Volt: 277/480 3 PH	2111749	1308590010 0	John Austin Pena	3341 E. Schunior Edinburg, Tx	Diesel

GENERATOR'S LIST ADDITIONS AND DELETIONS

1. **Revisions to list may be made in the event a generator is added or deleted from the services.** Due to new generators becoming available during the term of this bid, listed generators may change.
2. Additional sites will be priced based on Kilo Watts as listed on Exhibit B.

EXHIBIT "A"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB -SPECIFICATIONS

REQUIREMENTS

1. Participants must be authorized factory trained by generator manufacturer and certified to work on at least one of the following listed equipment and its switch gear (i.e. ISO Links, Zenith, ASCO series 300, Kohler (Detroit Diesel), and Generac SD 100-Mitsubish).

2. PARTS –For additional parts not included as preventive services parts, with previous approval from County Facilities Management, awarded vendor will be allowed to provide parts with a markup rate. Vendor must use genuine manufacturer parts (filters oil, air, diesel, and misc. parts) as first option and equal or better.

3. At the time of submission of invoices to the Hidalgo County, awarded vendor must provide invoices for parts purchased to repair generators, for auditing purposes and verification of mark up rate.

4. Awarded vendor must be able to provide service/ maintenance and repair to generators in accordance with the National Electric Code (N E C), the life Safety Code, and the National Fire Protection Association and the Joint Commission.

5. Technicians must be available (24) twenty–four hours (7) seven days a week.

6. Vendors must provide bid pricing on the following:

    a) A technician fee on an "As needed basis" per hour (normal hours and after hours).

    b) Percentage mark up rate for parts for related preventive services repairs.

TERMS & CONDITIONS

1. All costs and expenses associated with the preparation and submission of (proposal, proposals and / or quotes) shall be responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto **HIDALGO COUNTY.**

2. **The term of the contract** will be for three (3) years. Bid price should remain firm thru the term of the contract including any extensions.

3. Hidalgo County reserves the right to continue this proposal for additional sixty (60) days Grace period at the end of the contract term for unforeseen delay in award of new proposal for next contract term.

4. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by County with a thirty (30) day written notice prior to any cancellation.

5. Hidalgo County reserves the right to award the proposal to the proposer submitting the most advantageous response meeting all requirements and specifications.

6. Hidalgo County reserves the right to award by line item or on an "all or none basis".

7. Vendor shall provide maintenance services at no additional cost other than stated on Exhibit "B" for normal maintenance and repair.

7. Hidalgo County reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

8. The awarded vendor will maintain all insurance requirements and its limits through out the agreement term, as described and listed in Exhibit "C" Insurance requirements.

9. Hidalgo County has the authority to utilize other State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to hold proposals for a period of ninety (90) days without taking any action.

11. After bid is awarded, if awarded bidder defaults in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low proposer. In such event, County shall charge the awarded bidder the difference for any additional cost of such item.

MAINTENANCE AND SERVICES

The awarded vendor will conduct an initial assessment of generator's current conditions. This assessment should be included as a line item in the proposal.

The awarded vendor will propose a preventive maintenance schedule for each generator based on assessment result.

Proposal should be based on the following schedule of preventive maintenance services:

PM LEVEL 1 Services are recommended Quarterly
PM LEVEL 2 Services are Recommended Annually
PM LEVEL 3 Services are Recommended every Three (3) years
TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually
LOAD BANK TESTING Recommended Annually

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all generators.

DETAILED DESCRIPTION OF SCHEDULED MAINTENANCE SERVICE LEVELS

Scheduled Maintenance

PM LEVEL 1 – Services are recommended Quarterly

GENERAL

- Visual Inspection – Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.
- Wipe off unit – Clean oil, coolant, fuel and acid deposits. Police generator area.

COOLING SYSTEM

- Radiator/Heat Exchanger – Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant – Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- Hoses and Connections – Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan – Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan Belts – Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater – Inspect for proper operation. Check thermostat settings for proper coolant temperature.
- Water Pump – Visual and operational inspection for leaks or unusual noises.

FUEL SYSTEM

- Fuel Tank – Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water Trap/Separator – Drain water from fuel tank or water separator when possible.
- Fuel Lines and Connections – Inspect for leaks and tightness of connections. Check line brackets.
- Governor and Controls – Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) – Inspect for damage, leaks and proper operation.
- Fuel Pressure – Operational check of gauge and correct pressure.

AIR INDICTION and EXHAUST SYSTEM

- Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset Indicator.
- Air Filter – Inspect. Clean as necessary
- Air Inlet System – Inspect piping and air filer housing for damage, loose connections, and evidence of leaks. Clean air filters housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger – Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust Manifold – Inspect for damage, loose or missing hardware, evidence of exhaust leakage and wet-stacking. Load bank recommendation, inspect for oil slobbering.
- Exhaust System – Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

LUBE OIL SYSTEM

- Oil Level – Inspect for correct oil level and contamination.
- Visual inspect unit for leaks.
- Oil Pressure – Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.
- Crankcase Breather – Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.
- Scheduled Oil Sample – Obtain oil sample for analysis (optional for Level 1).

STARTING SYSTEM

- Batteries – inspect for damage or leakage, clean acid neutralizer. Clean and tighten all battery cable connections.

- Batteries (Specific Gravity) – Check electrolyte level and specific gravity. Fill cells with distilled water as necessary
- Battery Charger – Inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting Motor – Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- Alternator – Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

ENGINE MONITORS AND SAFETY CONTROLS

- Safety Controls – Check for: loose connections, and wiring deterioration.
- Remote Annunciator and Alarms – Inspect and test all panel and system alarms.

CONTROL PANEL

- Start Controls – Manual/Auto – Operational check for proper operation. Check automatic start (if allowed).
- Voltmeter – Operational check for correct readings. Check voltage level.
- Ammeter – Operational check for correct readings, if load is available.
- Frequency Meter – Operational check for correct readings. Load and no load readings, if possible.

Scheduled Maintenance

PM LEVEL 2 Services are Recommended Annually

(Includes all services Level 1 -Inspection, as well as the following).

FUEL SYSTEM

- Fuel Filter – Replace. Inspect for proper sealing and operation.

LUBE OIL SYSTEM

- Oil and Filters – Change. Inspect all gaskets and seals.
- S.O.S – Obtain oil sample for analysis.
- Crankcase Breather – Inspect and clean or replace if applicable.

AIR INDUCTION SYSTEM

- Turbocharger – Check for oil leakage or unusual noises.
- Air Filter – Inspect. Clean or replace as necessary.

ENGINE MONITORS AND SAFETY CONTROLS

- Gauge Accuracy – Check oil pressure, water temperature, and alternator gauge for accuracy.
- Safety Controls – Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote Annunciator and alarms – Inspect and test alarms for proper operation.

GENERATOR

- Generator Rear Bearing – Lubricate if applicable.
- Vibration Isolators – Check for proper adjustment and condition.

CONTROL PANEL

- Circuit Breakers – Inspect for free movement and tight connections, if accessible.

Scheduled Maintenance

PM LEVEL 3 Services are Recommended every Three (3) years

(Includes All Services Previously Listed Under **Level 1 and Level 2.** As Well As the Following)

COOLING SYSTEM

- Coolant – Drain, flush and replace coolant.
- Thermostats – Replace
- Fan Belts – Replace
- Hoses – Replace all cooling system hoses including jacket water heater hoses.

STARTING SYSTEM

- Batteries – Test
- Alternator Belt - Replace.

AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter – Replace
- Adjust Valves and replace cover gaskets (as dictated by manufacturer's Operation and Maintenance Guide).

TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually

INTERIOR WIRING COMPONENTS

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check and tighten, where necessary, all control circuit wiring terminals.
- Check manual switches for free movement and contact continuity.
- Check all time delay settings and adjust to the customer's specifications.
- Check condition of main and arcing contracts and auxiliary contracts.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check lug connections and mounting insulator bolts (de-energized switch).
- Megger test generator windings and rotor for proper resistance.
- Check for proper transfer operation and sequencing of time control relays.
- Calibrate all phase and voltage sensitive relays.
- Perform infrared heat scan on all cable connections. Clean and torque as necessary.

ENCLOSURE

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

MISCELLANEOUS

- Record findings of the inspection. Note corrective action taken.
- Report unsafe conditions.
- Report recommendations for replacement of major components.

LOAD BANK TESTING Recommended Annually (Required annually for most applications)
(SEE NFPA 110 & NFPA 99)

In addition to your Scheduled Maintenance services, we also recommend having a two – (2) hour Load Bank Test performed annually, in conjunction with your regular service. This test will prevent a condition known as "wet stacking", which is the presence of carbon particles, unburned fuel, acids and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication what wet stacking is occurring.

The NFPA 110 states the following regarding Load Bank Testing (this also applies to **NFPA 99** for Healthcare Facilities, pertinent information is underlined):

6-4 Operational Inspection and Testing.

6-4.1* Level 1 and Level 2 EPSS's, including all appurtenant components, shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load Shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

6-4.2* Generator sets in Level 1 and Level 2 service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods.

(a) Under operating temperatures conditions or at not less than 30 percent of the EPS nameplate rating

(b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer.

The date and time of day for required testing shall be decided by the owner, based on facility operations

6-4.2.2 Diesel-powered EPS installations that do not meet the requirements of 6-4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of the nameplate rating for 30 minutes, followed by 50 percent of the nameplate rating for 30 minutes, followed by 75 percent of the nameplate rating for 60 minutes, for a total of 2 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only achieved by running it under recommended load (usually 30 % to 50 % of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Load Bank Testing for a minimum of two continuous hours at 80-100 % of the nameplate rating on the customer's generator, which will exceed the requirements of the requirements of the National Fire Protection Association. Unless otherwise specified by the customer.

MEGOHMETER TESTING

Test main stator, main rotor, exciter, and exciter rotor. Record data for reference

FUEL ANALYSIS – Recommended Annually

Property	Test Methods (*)	Low Sulfur No. 1-D	No. 1-D	Low Sulfur No. 2-D	No. 2-D	No. 4-D
Flash Point C, min	D 93	38	38	52	52	55
Water and Sediment, % vol, max	D 2709 D 1796	0.05	0.05	0.05	0.05	0.05
Distillation temperature, C 90 % vole covered Min Max	D86	288	288	282 338		
Kinematic Viscosity, 40 C sCt	D445	1.3	1.3	1.9	1.9	5.5

Min Max		2.4	2.4	4.1	4.1	24
Ash, % mass, max	D482	0.01	0.01	0.01	0.01	0.1
Sulfur, % mass,max	D2622	0.05	0.05	0.05	0.05	2
Copper strip corrosion, 3 hr at 50 C, max rating	D130	No. 3	No. 3	No. 3	No. 3	
Cetane number, min	D613	40	40	40	40	30
One of the following: 1.) Cetain index min 2.)Aromaticity, % vol, max	 D976 D1319	 40 35		 40 35		
Ramsbottom carbon residue on 10 % distillation residue, % mass, max	D524	0.15	0.15	0.35	0.35	

Fuel analysis should include, but is not limited to testing for the following in accordance with ASTM D 975 Requirements for Diesel Fuel Oils (from Chevron "Diesel Fuels Technical Review", Copyright 1998, P.34):

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in proposal prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of

expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

PRE-BID MEETING:

A pre-bid meeting has been scheduled to be held on **Monday, July 21, 2014 at 9:30 am** in the conference room of the Hidalgo County Purchasing Department, 2802 South Business Hwy 281, Edinburg, TX.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, proposals, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA E-MAIL TO moises.salazar@co.hidalgo.tx.us OR VIA FACSIMILE TO (956) 318-2629, NO LATER THAN, WEDNESDAY, July 23, 2014, BY 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN, **FRIDAY, July 25, 2014 BY 5:00 P.M.**

EXHIBIT "B"
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

Initial Assessment: $_____ per generator.

LIST OF GENERATORS AS PER SPECIFICATIONS:

#	DESCRIPTION OF GENERATORS	AMOUNTS PER TRIP					
		PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE
1	Caterpillar (3304Cat)						
2	Generac Power System (IT Dept)						
3	Generac Power System (New Adm 1)						
4	Generac Power System (New Adm 2)						
5	Caterpirllar (Portable Unit) –XQ30						
6	Olympian (M# D50P3)						
7	Olympian (M# D200P3)						
8	Kohler Power System (Juv Just Cntr)						
9	MQ Multi Quip						
10	Kohler Power System (Old Juv- Morgue)						
11	Generac						
12	Caterpillar						
13	Generac 9/30/04- Pct 3 Multi						
14	Generac (Pct 3 Pav)						
15	Caterpillar						
16	Generac (Old Adm)						
17	Generac (John Aust Pena)						

Additional Generators							
1	0-100 KW						
2	101-150 KW						
3	151-200 KW						
4	201-300 KW						
5	301-400 KW						
6	401-500 KW						
7	501-600 KW						

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

Mark up rate for parts_____%

D. Additional Services Technician Fee:

1. Normal Hours $ _____ (specify hours) _____ to _____

2. After Hours $ _____ (specify hours) _____ to _____

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME/TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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.

Revised 10/02/08 .

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					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					

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"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** Less than 125,000 annual gross receipt — Black American — Native American Less than 250,000 annual gross receipt — Hispanic American — Women Less than 499,000 annual gross receipt — Asian Pacific American — Other More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: Yes No
Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No
What type of product(s) is/are solicited by your company?:
Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**
Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

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

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-297-00-00

DRAFT

THIS CONTRACT is made and entered into this _____ day of _____, 2014 by and between the **County of Hidalgo, Texas** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Service/Repair and Maintenance of County Generators" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend

to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **three (3) years (on an as needed basis)**, commencing on _____, 201__ and expiring on _____, 201__, Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

DRAFT

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County

DRAFT

arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

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

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

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: _____
_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

DRAFT

thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

DRAFT

WITNESS our hands in duplicate originals this ___day of _____,

201__.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

_____

By:_____
Printed Name: _____
Title:_____

DRAFT

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"

VENDOR'S BID

DRAFT

EXHIBIT "C"

INSURANCE REQUIREMENTS

DRAFT

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

OPENED
August 15, 2014
10:00

Witnessed

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. INCOMPLETE submittals may be considered a probable cause for disqualification.

Initial Assessment: $ 2577.58 **per generator.**

Mona Hammond

LIST OF GENERATORS AS PER SPECIFICATIONS:

List No.	DESCRIPTION OF GENERATORS		BID AMOUNTS INCLUDING TRIP						
			PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMET-ER TESTING
1	Caterpillar (3304Cat)	5CA01537	217.00	294.00	878.00	330.00	85.00	72.00	240.00
2	Generac Power System (IT Dept)	4189450	217.00	313.00	540.00	280.00	85.00	72.00	240.00
3	Generac Power System (New Adm 1)	Unit A S/N-2093252	217.00	508.00	1299.00	755.00	85.00	72.00	240.00
4	Generac Power System (New Adm 2)	Unit B S/N -2093251	217.00	508.00	1299.00	755.00	85.00	72.00	240.00
5	Caterpirllar (Portable Unit) – XQ30	CAT00C33 PN3X0027 3	217.00	345.00	740.00	292.00	85.00	72.00	240.00
6	Olympian (M# D50P3)	OLY00000 VNPF0204 5	217.00	307.00	741.00	317.00	85.00	72.00	240.00
7	Olympian (M# D200P3)	OLY00000 jnns1958	217.00	408.00	954.00	455.00	85.00	72.00	240.00
8	Kohler Power System (Juv Just Cntr)	2085749	217.00	551.00	1274.00	755.00	85.00	72.00	240.00
9	MQ Multi Quip	5586850	217.00	256.00	572.00	255.00	85.00	72.00	240.00
10	Kohler Power System (Old Juv-	386346 Spc-PA-	217.00	366.00	609.00	305.00	85.00	72.00	240.00

PENED
August 13, 2014
10:00
Witnessed Maria Hernandez

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

List No.	DESCRIPTION OF GENERATORS		BID AMOUNTS INCLUDING TRIP						
			PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMET-ER TESTING
	Morgue)	205228-A							
11	Generac	2049892	217.00	347.00	851.00	295.00	85.00	72.00	240.00
12	Caterpillar	CAT00C44 CD480152 1	217.00	308.00	760.00	380.00	85.00	72.00	240.00
13	Generac 9/30/04- Pct 3 Multi	2079463	217.00	377.00	870.00	335.00	85.00	72.00	240.00
14	Generac (Pct 3 Pav)	2103222	217.00	364.00	779.00	405.00	85.00	72.00	240.00
15	Caterpillar	CAT00C66 TN6D0164 4	217.00	334.00	913.00	430.00	85.00	72.00	240.00
16	Generac (Old Adm)	8723833	217.00	1199.00	4650.00	1255.00	85.00	72.00	240.00
17	Generac (John Aust Pena)	2111749	217.00	381.00	857.00	405.00	85.00	72.00	240.00
18	Generac Pct1 Constable	7841464	217.00	381.00	892.00	405.00	85.00	72.00	240.00
19	Cummins Power Gen –Pct 4 M Rd Bldg	G14070644 1	217.00	547.00	922.00	505.00	85.00	72.00	240.00
	Additional Generators								
1	0-100 KW		217.00	313.00	540.00	300.00	85.00	72.00	240.00
2	101-150 KW		217.00	350.00	740.00	400.00	85.00	72.00	240.00
3	151-200 KW		217.00	360.00	750.00	450.00	85.00	72.00	240.00
4	201-300 KW		217.00	500.00	900.00	500.00	85.00	72.00	240.00
5	301-400 KW		217.00	525.00	925.00	525.00	85.00	72.00	240.00

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

List No.	DESCRIPTION OF GENERATORS	BID AMOUNTS INCLUDING TRIP						
		PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMET-ER TESTING
6	401-500 KW	217.00	550	1025.00	600.00	85.00	72.00	240.00
7	501-600 KW	217.00	550	1025.00	600.00	85.00	72.00	240.00

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year.
With an optional price of service for transfer switch scheduled maintenance and load bank testing on all generators.

REPAIR PARTS:

Mark up rate for parts 30 **%**

EXTENDED HOURS SERVICES REQUESTS:

Technician Labor hourly fee: $ 85.00 8AM-5PM
127.50 After 5PM-8AM

OPENED
August 13, 2014
10:00
Witnessed

EMERGENCY SERVICES REQUESTS:

Commitment for emergency response within 4 hours: Yes ✓ **No** ___
Technician Labor hourly fee: $ 85.00 normal business hours
127.50 After or before business hours

Marco Hernandez

REVISED ATTACHMENT "A"

EXHIBIT "B" (REVISED AS PER ADDUNDUM No. 3)
Hidalgo County
"Service/Repair and Maintenance of County Generators"
2014-297-07-30-MSS
RFB –BID PAGE

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Waukesha Pearce Industries Inc.

ADDRESS: 5934 North Exp 281

CITY/STATE/ZIP CODE: Edinburg, TX 78542

PHONE & FAX NO'S: (210) 653-5011 For service (210) 653-5003 fax

CELLULAR NO: (210) 232-7836

E-MAIL ADDRESS: mechler@wpi.com

AUTHORIZED SIGNATURE: Jeff Mechler

PRINTED NAME/TITLE: Jeff Mechler Product Support Sales Rep. (San Antonio)

OPENED
August 13, 2014
10:00

Witnessed

Manuel Hernandez

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2014

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 John L. Wortham & Son, L.P. P. O. Box 1388 Houston, TX 77251-1388	CONTACT NAME: John L. Wortham & Son, L.P.		
	PHONE (A/C, No, Ext): 713-526-3366	FAX (A/C, No): 713-521-1951	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
INSURED Waukesha-Pearce Industries, Inc. P. O. Box 35068 Houston TX 77235	INSURER B : American Guarantee and Liability Insurance Co.		26247
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 19673007 **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	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLO929981813	4/1/2014	4/1/2015	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	1,000,000
								$	
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAP929981713	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
B	☐ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			AUC929984613	4/1/2014	4/1/2015	EACH OCCURRENCE	$	2,000,000
							AGGREGATE	$	2,000,000
								$	
A	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			WC929981913	4/1/2014	4/1/2015	✓ 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)

CERTIFICATE HOLDER

Hidalgo County
Attn: Priscilla
100 East Cano, 4th Floor
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P. John L. Wortham & Son L.P.

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HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: JULY 30, 2014 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY-
"SERVICE/REPAIRS & MAINTENANCE TO COUNTY POWER GENERATORS"
BID NO.: 2014-297-07-30-MSS

NAME OF VENDOR: COMPANY/FIRM ADDRESS	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT –OR E-MAIL ADDRESS	DATE	PHONE, FAX NO
1.Altas Technologies **Attn: Johnny Partain** 7020 N. 16th St. McAllen, Texas 78504	EMAIL	partain@altastechonogies.biz pertain@johnnypartain.com	07/14/14	956-240-1821 Ph 956-687-4966 fax
2. Holt Power Systems **Attn: Joe Washington** 1320 S. 25th Ave. Edinburg, Texas 78539	EMAIL	joe.washington@holtcat.com	07/14/14	210-648-1111 PH 210-648-8452 FAX
3. Waukesha Pearce WPI 9000 N. IH 35 New Braunsfels, Texas 78130 **Attn: Robert Amtu, Frank Perez, and Alex Maldonado**	EMAIL	anturo@wpi.com perezf@wpi.com maldoa@wpi.com	07/14/14	512-353-5595 ph 956-386-0107 956-386-0475 956-246-1509 (Perez -Cell) 956-279-7946 (Alex Maldonado)
4. Operations Manager Cummins Southern Plains, Ltd. 6226 Pan Am Expressway N. San Antonio, TX 78218 **Attn: Daniel Holbrook**	EMAIL	daniel.c.holbrook@cummins.com	07/14/14	800-364-4884 Phone: 210-655-5420 Fax: 210-655-3865 Cell: 210-219-3297
5. Clifford Power Systems **Attn: Scott M. Boddicker, Melissa Smith,** Troy Kelley (512) 965-9455	EMAIL	sboddicker@cliffordpower.com tkelley@cliffordpower.com msmith@cliffordpower.com	07/14/14	210-913-8837 mobile 210-333-0377 office 210-653-7121 fax
6. Tejas Equipment Rental Peter M. Casas	EMAIL	pcasas@tejasequipment.com	07/14/14	956-682-1212 Office
7. Prime Vendor Inc 4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Attn: Iesha Clinton	EMAIL	bids17@prime-vendor.com	07/14/14	Phone: 800 746-9554 Fax: 800 746-8307
8. Sky Power Turbine Industries, Inc. Attn: Hector Zuniga	E-MAIL	hzuniga@skypowerturbine.com	07/14/14	Office: 972.878.5017 Mobile: 214.263.2946
9. Virtual Builder's Exchange ***Attn: Edith Carmona*** 4047 Naco-Perrin Ste. 100 San Antonio, TX 78217	E-MAIL	edith@virtualbx.com	07/14/14	(210) 918-1117 direct line (210) 564-6900 phone (210) 564-6902 fax
10. Power Plus! 4125 Hollister Street | Houston TX 77080 **Attn: Mike Geer, *Field Service Manager*** www.powerplus.com	E-MAIL	mgeer@powerplus.com	07/14/14	Mobile: 713.824.9128 Fax: 714.388.3808
11. Kentech 7943 EastEvans San Antonio, TX Attn: Richard Foresyth, Sales Engineer	E-MAIL	**rforesyth@kentechpower.com**	07/14/14	210-946-2474 Ph 210-284-4771 Cell 210-946-2473 Fax

NAME OF VENDOR: COMPANY/FIRM ADDRESS	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT –OR E-MAIL ADDRESS	DATE	PHONE, FAX NO
12. Mike Hightower | Research BidClerk http://www.bidclerk.com	E-MAIL	mhightower@bidclerk.com	07/14/14	312.380.4841 phone 312.275.7197 fax
13. **FSI - Energy Services*** **National Operations Center** Tim Kaucher National Accounts Manager Cell: 951-415-4725 Email: 14419 Veterans Way Moreno Valley, CA 92553 Website: www.fsienergyservices.com *A Division of Facility Shield International	E-MAIL	tim.kaucher@facilityshield.com	07/14/14	Office: 800-582-5028 Fax: 877-481-8098
14. Kentech Power 21855 E. Hammond Dr. Porter, TX. 77365	E-MAIL	rgreer@kentechpower.com	07/16/14	O- 281-358-0980
15. Cummins Southern Plains Brian Rheay 6226 Pan Am Expressway North San Antonio, Texas 78218	E-MIAL	Bryan.rheay@cummins.com	07/16/14	Phone: 210-655-5420 Fax: 210-657-9207
16. Government Reporter –Bid Clerk Daniel Hooganboom	E-MAIL	Danielh@bidclerk.com	07/16/14	O -312-267-1042 F -312-275-7197

***VIA: IN PERSON (IP), TELEPHONE REQUEST (TR), BIDDER LIST MAIL OUT (BLM), E-MAIL (EM) FACSIMILE (FAX), EMAIL REQUEST (ER)**

Hidalgo County Purchasing Department
BID TABULATION

Hidalgo County
Service/Repair and Maintenance to County Generators
2014-297-07-30-MSS

GENERATORS		VENDORS																								
		WAUKESHA-PEARCE INDUSTRIES, INC.							ATLAS TECHNOLOGIES, INC.							HOLT CAT						
No.	Generator Descriptions:	PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMETER TEST	PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMETER TEST	PM1	PM2	PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL TEST	MEGOHMETER TEST
1	Caterpillar (3304 Cat) -County Courthouse	$ 217.00	$ 294.00	$ 878.00	$ 330.00	$ 85.00	$ 72.00	$ 240.00	$ 289.00	$ 750.00	$ 1,700.00	$ 710.00	$ 148.00	$ 183.00	$ 225.00	$ 195.00	$ 395.00	$ 1,195.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
2	Generac Power System -IT at County Courthouse	$ 217.00	$ 313.00	$ 540.00	$ 280.00	$ 85.00	$ 72.00	$ 240.00	$ 240.00	$ 450.00	$ 825.00	$ 400.00	$ 113.00	$ 183.00	$ 225.00	$ 195.00	$ 395.00	$ 1,195.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
3	Generac Power System -New Admin #1	$ 217.00	$ 508.00	$ 1,299.00	$ 755.00	$ 85.00	$ 72.00	$ 240.00	$ 289.00	$ 780.00	$ 1,510.00	$ 747.00	$ 148.00	$ 183.00	$ 225.00	$ 195.00	$ 695.00	$ 2,295.00	$ 795.00	$ 150.00	$ 150.00	$ 495.00
4	Generac Power System -New Admin #2	$ 217.00	$ 508.00	$ 1,299.00	$ 755.00	$ 85.00	$ 72.00	$ 240.00	$ 289.00	$ 780.00	$ 1,510.00	$ 747.00	$ 148.00	$ 183.00	$ 225.00	$ 195.00	$ 695.00	$ 2,295.00	$ 795.00	$ 150.00	$ 150.00	$ 495.00
5	Caterpillar (Portable Unit) XQ30 -Health Dept Central Office	$ 217.00	$ 345.00	$ 740.00	$ 292.00	$ 85.00	$ 72.00	$ 240.00	$ 240.00	$ 450.00	$ 870.00	$ 400.00	$ 113.00	$ 183.00	$ 225.00	$ 195.00	$ 395.00	$ 1,195.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
6	Olympian (D50P3) -Health Dept Central Office	$ 217.00	$ 307.00	$ 741.00	$ 317.00	$ 85.00	$ 72.00	$ 240.00	$ 240.00	$ 480.00	$ 820.00	$ 480.00	$ 113.00	$ 183.00	$ 225.00	$ 195.00	$ 395.00	$ 1,195.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
7	Olympian (D200P3) -Health Dept Central Office	$ 217.00	$ 408.00	$ 954.00	$ 455.00	$ 85.00	$ 72.00	$ 240.00	$ 289.00	$ 750.00	$ 1,550.00	$ 650.00	$ 148.00	$ 183.00	$ 225.00	$ 195.00	$ 495.00	$ 1,495.00	$ 545.00	$ 150.00	$ 150.00	$ 495.00
8	Kohler Power System -Juvenile Justice Cntr	$ 217.00	$ 551.00	$ 1,274.00	$ 755.00	$ 85.00	$ 72.00	$ 240.00	$ 289.00	$ 935.00	$ 2,335.00	$1,100.00	$ 148.00	$ 183.00	$ 225.00	$ 195.00	$ 895.00	$ 2,995.00	$ 795.00	$ 150.00	$ 150.00	$ 495.00
9	MQ Multi Quip -Restitution Cntr	$ 217.00	$ 256.00	$ 572.00	$ 255.00	$ 85.00	$ 72.00	$ 240.00	$ 210.00	$ 375.00	$ 640.00	$ 380.00	$ 113.00	$ 183.00	$ 225.00	$ 195.00	$ 395.00	$ 1,195.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
10	Kohler Power System -Former Juvenile Probation-New Morgue)	$ 217.00	$ 266.00	$ 609.00	$ 305.00	$ 85.00	$ 72.00	$ 240.00	$ 240.00	$ 480.00	$ 960.00	$ 480.00	$ 113.00	$ 183.00	$ 225.00	$ 195.00	$ 395.00	$ 1,195.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
11	Generac -Facilities Mgmt (Spare system)	$ 217.00	$ 347.00	$ 851.00	$ 295.00	$ 85.00	$ 72.00	$ 240.00	$ 240.00	$ 450.00	$ 800.00	$ 480.00	$ 113.00	$ 183.00	$ 225.00	$ 195.00	$ 395.00	$ 1,195.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
12	Caterpillar -Precinct No. 4 Administration Bldg.	$ 217.00	$ 308.00	$ 760.00	$ 380.00	$ 85.00	$ 72.00	$ 240.00	$ 240.00	$ 520.00	$ 1,220.00	$ 480.00	$ 113.00	$ 183.00	$ 225.00	$ 195.00	$ 495.00	$ 1,495.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
13	Generac -Precinct No. 3 Multi Purpose Center	$ 217.00	$ 377.00	$ 870.00	$ 335.00	$ 85.00	$ 72.00	$ 240.00	$ 240.00	$ 480.00	$ 960.00	$ 480.00	$ 113.00	$ 183.00	$ 225.00	$ 195.00	$ 495.00	$ 1,495.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
14	Generac -Precinct No. 3 Meeting Hall-Pavilion	$ 217.00	$ 364.00	$ 779.00	$ 405.00	$ 85.00	$ 72.00	$ 240.00	$ 260.00	$ 520.00	$ 1,170.00	$ 480.00	$ 113.00	$ 183.00	$ 225.00	$ 195.00	$ 495.00	$ 1,495.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
15	Caterpillar -Health Dept -Pharr Clinic at Pct. 2 New Admin. Bldg.	$ 217.00	$ 334.00	$ 913.00	$ 430.00	$ 85.00	$ 72.00	$ 240.00	$ 260.00	$ 545.00	$ 1,245.00	$ 480.00	$ 113.00	$ 183.00	$ 225.00	$ 195.00	$ 495.00	$ 1,495.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
16	Generac (S#8723833) -Old Admin 100 E. Cano.	$ 217.00	$1,199.00	$ 4,650.00	$1,255.00	$ 85.00	$ 72.00	$ 240.00	$ 370.00	$ 1,830.00	$ 5,030.00	$2,200.00	$ 173.00	$ 183.00	$ 225.00	$ 195.00	$1,045.00	$ 3,495.00	$1,195.00	$ 150.00	$ 150.00	$ 495.00
17	Generac (S#2111749) -John Austin Pena-Primary Care Subst Abus	$ 217.00	$ 381.00	$ 857.00	$ 405.00	$ 85.00	$ 72.00	$ 240.00	$ 260.00	$ 520.00	$ 1,170.00	$ 480.00	$ 113.00	$ 183.00	$ 225.00	$ 195.00	$ 495.00	$ 1,495.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
18	Generac (S#7841464) -Constable Pct. 1	$ 217.00	$ 381.00	$ 892.00	$ 405.00	$ 85.00	$ 72.00	$ 240.00	$ 260.00	$ 545.00	$ 1,145.00	$ 600.00	$ 148.00	$ 183.00	$ 225.00	$ 195.00	$ 495.00	$ 1,495.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
19	Cummins Power Gen (S#G14706441) Prct 4 "M" Road	$ 217.00	$ 547.00	$ 922.00	$ 505.00	$ 85.00	$ 72.00	$ 240.00	$ 289.00	$ 780.00	$ 1,560.00	$ 780.00	$ 148.00	$ 183.00	$ 225.00	$ 195.00	$ 495.00	$ 1,495.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
	ADDITIONAL GENERATORS																					
1	0-100 KW	$ 217.00	$ 313.00	$ 540.00	$ 300.00	$ 85.00	$ 72.00	$ 240.00	$ 240.00	$ 450.00	$ 780.00	$ 480.00	$ 113.00	$ 33.00	$ 225.00	$ 195.00	$ 395.00	$ 1,195.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
2	101-150 KW	$ 217.00	$ 350.00	$ 740.00	$ 400.00	$ 85.00	$ 72.00	$ 240.00	$ 240.00	$ 520.00	$ 1,170.00	$ 480.00	$ 113.00	$ 33.00	$ 225.00	$ 195.00	$ 395.00	$ 1,195.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
3	151-200 KW	$ 217.00	$ 360.00	$ 750.00	$ 450.00	$ 85.00	$ 72.00	$ 240.00	$ 289.00	$ 545.00	$ 1,500.00	$ 480.00	$ 113.00	$ 33.00	$ 225.00	$ 195.00	$ 395.00	$ 1,195.00	$ 495.00	$ 150.00	$ 150.00	$ 495.00
4	201-300 KW	$ 217.00	$ 500.00	$ 900.00	$ 500.00	$ 85.00	$ 72.00	$ 240.00	$ 289.00	$ 780.00	$ 1,550.00	$ 650.00	$ 148.00	$ 33.00	$ 225.00	$ 195.00	$ 495.00	$ 1,495.00	$ 545.00	$ 150.00	$ 150.00	$ 495.00
5	301-400 KW	$ 217.00	$ 525.00	$ 925.00	$ 525.00	$ 85.00	$ 72.00	$ 240.00	$ 289.00	$ 800.00	$ 1,600.00	$1,000.00	$ 148.00	$ 33.00	$ 225.00	$ 195.00	$ 595.00	$ 1,595.00	$ 595.00	$ 150.00	$ 150.00	$ 495.00
6	401-500 KW	$ 217.00	$ 550.00	$ 1,025.00	$ 600.00	$ 85.00	$ 72.00	$ 240.00	$ 289.00	$ 935.00	$ 1,700.00	$1,100.00	$ 148.00	$ 33.00	$ 225.00	$ 195.00	$ 695.00	$ 2,295.00	$ 645.00	$ 150.00	$ 150.00	$ 495.00
7	501-600 KW	$ 217.00	$ 550.00	$ 1,025.00	$ 600.00	$ 85.00	$ 72.00	$ 240.00	$ 289.00	$ 1,000.00	$ 1,850.00	$1,300.00	$ 148.00	$ 33.00	$ 225.00	$ 195.00	$ 795.00	$ 2,395.00	$ 695.00	$ 150.00	$ 150.00	$ 495.00
	Initial Assessment	$2,577.58							$3,403.00							$0.00						
	Repair parts mark up	30%							15%							20%						
	Extended Hours Tech Labor	$ 85.00	8-5 HRS		Tech.	$127.50 hr After 5			$92.00							$112.00	REGULAR HRS		$ 168.00	OVERTIME		
	Emergency Services 4 hr Response	YES							YES							YES						
	Emergency Services Tech Hourly Fee	$ 85.00			Tech	$127.50 hr After 5			$124.00							$112.00	REGULAR HRS		$ 168.00	OVERTIME		

Zimbra **moises.salazar@co.hidalgo.tx.us**

RE: C-14-297-10-28 & C-14-297A-10-28 Contract for Hidalgo County Service/Repair & Maintenance of County Generators

From : Steve Crain <scrain@atlashall.com> Tue, Oct 21, 2014 03:50 PM
Subject : RE: C-14-297-10-28 & C-14-297A-10-28 Contract for Hidalgo County Service/Repair & Maintenance of County Generators
To : 'Moises Salazar' <moises.salazar@co.hidalgo.tx.us>

Looks good.

From: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Tuesday, October 21, 2014 3:34 PM
To: Steve Crain
Cc: mntrevino@atlashall.com
Subject: Re: C-14-297-10-28 & C-14-297A-10-28 Contract for Hidalgo County Service/Repair & Maintenance of County Generators

Mr. Crain,

The paragraph has been corrected on the attached contracts as requested.

It reads as follow:
18. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County .

Thank you.
From the desk of:

Moises Salazar, Buyer III

Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539
(956) 292-7000 Ext. 4863
(956) 318-2626
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>
Sent: Tuesday, October 21, 2014 3:23:37 PM
Subject: RE: C-14-297-10-28 & C-14-297A-10-28 Contract for Hidalgo County Service/Repair & Maintenance of County Generators

Yes, but you need to change “Buyer” to “County”.

From: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Tuesday, October 21, 2014 2:45 PM
To: Steve Crain
Cc: mntrevino@atlashall.com
Subject: Re: C-14-297-10-28 & C-14-297A-10-28 Contract for Hidalgo County Service/Repair &

Maintenance of County Generators

Hello Mr. Crain,
Is the following paragraph what you are requesting to be added?

(This paragraph has been added to the contracts)

Please advise of any other correction needed.

Appreciate your help.
Thank you.

From the desk of:

Moises Salazar, Buyer III

Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539
(956) 292-7000 Ext. 4863
(956) 318-2626
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>
Sent: Monday, October 20, 2014 4:02:16 PM
Subject: RE: C-14-297-10-28 & C-14-297A-10-28 Contract for Hidalgo County Service/Repair & Maintenance of County Generators

Add the no waiver of immunities clause.

From: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Monday, October 20, 2014 3:22 PM
To: Steve Crain
Cc: mntrevino@atlashall.com
Subject: Re: C-14-297-10-28 & C-14-297A-10-28 Contract for Hidalgo County Service/Repair & Maintenance of County Generators

Hello Mr. Crian,
This is to follow up on the review of the contract for County Generator Maintenance.
In the original message, I had sent you the award for the contract for the primary contractor.
Facilities has requested to have a Primary and Secondary awarded contractors for this project.

Therefore, attached you will find the Contract for the Secondary vendor.

We have initiated an agenda for this coming Court meeting.

Please advise of corrections and/or if approved.

We appreciate your help.
Thank you.

From the desk of:

Moises Salazar, Buyer III

Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539
(956) 292-7000 Ext. 4863
(956) 318-2626
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us

From: "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Sent: Monday, October 13, 2014 4:56:07 PM
Subject: C-14-297-10-28 Contract for Hidalgo County Service/Repair & Maintenance of County Generators

Hello Mr. Crain,
We are projecting to place an item on the Commissioners' Court Agenda for October 28th for bid award and approval of contract to Waukesha-Pearce Industries the lowest best bidder for the Hidalgo County - Service/Repair & Maintenance of County Power Generators.

Could you please review, comments and/or approve, the attached contract?

Please advise.

We appreciate your help.
Thank you.

From the desk of:

Moises Salazar, Buyer III

Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539
(956) 292-7000 Ext. 4863
(956) 318-2626
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us

AI-47108 **Purchasing Department 22. B. 1.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: V. Guerra, HC Exec. Officer **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for Valde Guerra, Hidalgo County Executive Officer to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor" for the project titled: Renovation/Repairs/Remodeling of 1st & 2nd Floors of Administration Building, 100 E. Cano, Edinburg, Texas.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

NO FISCAL IMPACT

Attachments

Local Govt Code 262.031

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/23/2014 04:10 PM
Budget & Management	Veronica Ortiz	10/24/2014 11:50 AM
Glinda Pacheco	Glinda Pacheco	10/24/2014 01:56 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Rocio Villarreal Started On: 10/22/2014 04:32 PM

Final Approval Date: 10/24/2014

Sec. 262.031. CHANGES IN PLANS AND SPECIFICATIONS. (a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 104, Sec. 1, eff. May 7, 1993; Acts 1993, 73rd Leg., ch. 891, Sec. 1, eff. June 19, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 4, eff. Aug. 28, 1995.

Sec. 262.032. BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT. (a) If the contract is for the construction of public works or is under a contract exceeding $100,000, the bid specifications or request for proposals may require the bidder to 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 this state.

(b) Within 30 days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid or proposal and prior to commencement of the actual work, the bidder or proposal offeror shall furnish a performance bond to the county, if required by the county, for the full amount of the contract if that contract exceeds $50,000. This subsection does not apply to a performance bond required to be furnished by Chapter 2253, Government Code.

(c) If the contract is for $50,000 or less, the county may provide in the bid notice or request for proposals that 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.

AI-47118 **Purchasing Department 22. C. 1.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Recommendation by project engineer Raul Sesin, P.E., Hidalgo County Planning Dept., to award the lowest base bid and Alternates 1 & 2 to vendor meeting all specification for project -Hidalgo County Precinct No. 1 -"Sioux Road Paving and Drainage Improvements (from Tower to Valverde Road)"-RFB No. 2014-362-10-15-MSS." to 2GS, LLC, in the total amount of $740,819.60.

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee (historically Raul Lozano unless otherwise voice by Comm.) to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

PO Req# _____ has been initiated.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-431-00-121-183-0-731

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

BUDGETARY IMPACT:

Funds available pending approval of AI-47133 CC 10/28/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-121-183-0-731

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

BUDGETARY IMPACT:

Funds available pending approval of AI-47131 CC 10/28/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1339-431-00-121-183-0-731

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

BUDGETARY IMPACT:

Funds available as of 10/24/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-431-00-121-183-0-731

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

BUDGETARY IMPACT:

Funds available pending approval of AI-47151 CC 10/28/14.

Attachments

Engineers' Bid Award Recommendation

Vendor Participation Log

Bid Tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/24/2014 01:44 PM
Budget & Management	Veronica Ortiz	10/24/2014 03:42 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Moises Salazar Started On: 10/23/2014

Final Approval Date: 10/24/2014

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

October 17, 2014

Honorable Commissioner A.C. Cuellar, Jr.
Hidalgo County Precinct No. 1
1902 Joe Stevens Ave., Suite 101
Weslaco, Texas 78599

RE: Sioux Road Paving & Drainage Improvements
(from Tower Road to Val Verde Road)
Hidalgo County Precinct No. 1
Bid No.: 2014-362-10-15-MSS

Dear Commissioner Cuellar;

Bids were received and opened for Sioux Road Paving & Drainage Improvements (from Tower Road to Val Verde Road) Bid No.: 2014-362-10-15-MSS on October 15, 2014. A total of seven bids were received with 2GS, LLC being the low bidder for the base bid and for alternate bids 1 and 2. Attached is a copy of the bid tabulation for your review.

This project consists of road reconstruction, drainage improvements and ditch work for Sioux Road (from Tower Road to Val Verde Road). 2GS, LLC has constructed several projects to satisfaction within Hidalgo County. We recommend awarding the project to 2GS, LLC for the base bid plus alternates 1 and 2 for a total project amount of $740,819.60.

If you have any questions or require further information, please feel free to contact me at your convenience.

Respectfully,
HIDALGO COUNTY PLANNING DEPARTMENT

PE

Raul E. Sesin, P.E., C.F.M.
Planning Administrator

Attachments: Bid Comparison

$867

LIST OF CONTRACTORS THAT PICKED UP PLANS AND SPECS FOR HIDALGO COUNTY PCT. 1 SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS (FROM TOWER RD TO VAL VERDE RD)

DATE	TIME	COMPANY NAME (PLEASE PRINT)	NAME OF PERSON PICKING UP PLANS & EMAIL (PLEASE PRINT)	PHONE NO.	SIGNATURE OF PERSON PICKING UP PLANS
9-29-14	4:10	FOREMOST PAVING INC.	ROY VARGAS	447-7646	
9-29-14	8:00	Espinoza Utilities & Con	JUAN ESPINOZA	246-9507	
9-29-14	10:00 AM	M-5 Texas Enterprises LLC.	Ben Garza	463-9806	
9-30-14	10:15am	AMTEK	John Rush	512-323-0508	upload.
9-30-14	10:53	Salinas Construction Tech SCTLTD@Yahoo.Com.	Fidel Guerra	456-9378	
9-30-14	3:55	TEXAS CONCRETE CONSTRUCTION	LYDIA RODRIGUEZ	445-7651	
10-1-14	10:10A.	RGV-AGC	Juan Juan Schwarz	423-4091	Dropbox
10-1-14	10:10am	2GS, LLC	Jose L. Saenz	424-3414	Dropbox
10-1-14		RDH Site and Concrete, LLC	Dianaly Deltoyos dianaly@rdhcompany.com	223-0454	
10/2/14	2:04 p	The 5125 company	Samuel Montoya pe5125@aol.com	583-5725	
10/2/14	2:10p	Prime Vendor Inc bids2@primevendor.com	Kimberly Daum2	800-746-9554	Dropbox
10/3/2014	11:01	Castle Enterprises LLC	Yvonne Gonzalez yvonne.Gonzalez@CastleEnterprises.us	956 800 4144	
10/3/2014	1:3-	SANCO, [illegible] Contractors	Humberto De los Santos Estimator@sancoge.com	(956) 583-5521	

LIST OF CONTRACTORS THAT PICKED UP PLANS AND SPECS FOR HIDALGO COUNTY PCT. 1 SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS (FROM TOWER RD TO VAL VERDE RD)

DATE	TIME	COMPANY NAME (PLEASE PRINT)	NAME OF PERSON PICKING UP PLANS & EMAIL (PLEASE PRINT)	PHONE NO.	SIGNATURE OF PERSON PICKING UP PLANS
10/3/14	2:33pm	CDC News	Ethan Marler plans@cdcnews.com	800-873-7878	Dropbox
10/7/14	11:10am	IOC Company lhernandez@ioccompany.com	Leonor Hernandez	956-380-2887	Dropbox
10.7.14	2:45pm	ECON GROUP jenriquez@enriquezenterprises.net	JAIME ENRIQUEZ	259.8005	JE
10-7-14	3:52 PM	Reim Construction	Jorge Ramos	956 580 2675	Jorge G. Ramos
10-7-14	3:55PM	Quest Civil Constructors rho@qvsw.com	Lynn O'Donnal	682-359-1954	LODonnal
10-10-14	9:35A	Virtual Builders Exchange	Karen Sesters	210-564-6100 CH.126	Dropbox
10-10-14	10:15AM	BidClerk govbids@bidclerk.com	Rachel Henderson	877-737-6482	Dropbox

BID COMPARISON

HIDALGO COUNTY PRECINCT No. 1

PROJECT No. 2014-362-10-15-MSS

SIOUX ROAD PAVING AND DRAINAGE IMPROVEMENTS (FROM TOWER ROAD TO VAL VERDE ROAD)

ESTIMATOR: RAUL E. SESIN PE., CFM DATE:9/25/2014

				2GS, LLC		IOC COMPANY, LLC		TEXAS CORDIA CONSTRUCTION		FOREMOST PAVING, INC.		REIM CONSTRUCTION, INC.		CLORE CONSTRUCTION, LLC		SALINAS CONST. TECHNOLOGIES, LTD.	
Item No.	Item Description	Estimated Quantity	Unit	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL	Unit Price	TOTAL
1	6" COMPACTED CALICHE (26')	24,865	SY	$ 5.35	$ 133,027.75	$ 5.50	$ 136,757.50	$ 6.50	$ 161,622.50	$ 5.00	$ 124,325.00	$ 6.40	$ 159,136.00	$ 7.84	$ 194,941.60	$ 8.06	$ 200,411.90
2	1.5% LIME TREAT CALICHE BASE	24,865	SY	$ 0.75	$ 18,648.75	$ 0.80	$ 19,892.00	$ 3.00	$ 74,595.00	$ 3.00	$ 74,595.00	$ 1.80	$ 44,757.00	$ 1.50	$ 37,297.50	$ 4.49	$ 111,643.85
3	EXCAVATE, TREAT WITH 2% LIME AND WORK EXISTING ROAD SECTION TO ACHIEVE PROPOSED 26' SUB-BASE	24,865	SY	$ 6.80	$ 169,082.00	$ 3.75	$ 93,243.75	$ 6.00	$ 149,190.00	$ 3.00	$ 74,595.00	$ 6.25	$ 155,406.25	$ 3.42	$ 85,038.30	$ 10.91	$ 271,277.15
4	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS	1	LS	$ 500.00	$ 500.00	$ 6,500.00	$ 6,500.00	$ 13,656.50	$ 13,656.50	$ 33,000.00	$ 33,000.00	$ 13,900.00	$ 13,900.00	$ 3,909.89	$ 3,909.89	$ 13,000.00	$ 13,000.00
5	12" RGRCP CL III CULVERT PIPE	146	LF	$ 22.50	$ 3,285.00	$ 46.00	$ 6,716.00	$ 40.00	$ 5,840.00	$ 35.00	$ 5,110.00	$ 33.25	$ 4,854.50	$ 46.51	$ 6,790.46	$ 69.63	$ 10,165.98
6	15" RGRCP CL III CULVERT PIPE	48	LF	$ 31.00	$ 1,488.00	$ 48.00	$ 2,304.00	$ 53.00	$ 2,544.00	$ 42.00	$ 2,016.00	$ 36.25	$ 1,740.00	$ 49.84	$ 2,392.32	$ 98.17	$ 4,712.16
7	18" RGRCP CL III CULVERT PIPE	109	LF	$ 39.50	$ 4,305.50	$ 55.00	$ 5,995.00	$ 47.00	$ 5,123.00	$ 41.00	$ 4,469.00	$ 40.00	$ 4,360.00	$ 53.10	$ 5,787.90	$ 95.14	$ 10,370.26
8	18" TGRCP CL III CULVERT PIPE	610	LF	$ 39.00	$ 23,790.00	$ 55.00	$ 33,550.00	$ 29.00	$ 17,690.00	$ 34.00	$ 20,740.00	$ 36.25	$ 22,112.50	$ 63.72	$ 38,869.20	$ 68.19	$ 41,595.90
9	24" RGRCP CL III STORM DRAIN PIPE	128	LF	$ 47.00	$ 6,016.00	$ 75.00	$ 9,600.00	$ 58.00	$ 7,424.00	$ 62.00	$ 7,936.00	$ 57.50	$ 7,360.00	$ 61.17	$ 7,829.76	$ 95.60	$ 12,236.80
10	30" RGRCP CL III STORM DRAIN PIPE	108	LF	$ 54.00	$ 5,832.00	$ 90.00	$ 9,720.00	$ 83.00	$ 8,964.00	$ 88.00	$ 9,504.00	$ 79.00	$ 8,532.00	$ 79.86	$ 8,624.88	$ 128.32	$ 13,858.56
11	36" RGRCP CL III STORM DRAIN PIPE	120	LF	$ 70.00	$ 8,400.00	$ 110.00	$ 13,200.00	$ 100.00	$ 12,000.00	$ 115.00	$ 13,800.00	$ 99.50	$ 11,940.00	$ 107.91	$ 12,949.20	$ 159.05	$ 19,086.00
12	TRENCH PROTECTION	356	LF	$ 2.50	$ 890.00	$ 3.50	$ 1,246.00	$ 16.00	$ 5,696.00	$ 0.10	$ 35.60	$ 5.35	$ 1,904.60	$ 6.51	$ 2,317.56	$ 5.52	$ 1,965.12
13	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	356	LF	$ 3.00	$ 1,068.00	$ 13.00	$ 4,628.00	$ 28.00	$ 9,968.00	$ 2.00	$ 712.00	$ 21.75	$ 7,743.00	$ 19.98	$ 7,112.88	$ 49.33	$ 17,561.48
14	SAFETY END TREATMENT FOR 18" PIPE	12	EA	$ 1,285.00	$ 15,420.00	$ 750.00	$ 9,000.00	$ 900.00	$ 10,800.00	$ 750.00	$ 9,000.00	$ 882.00	$ 10,584.00	$ 1,085.75	$ 13,029.00	$ 2,270.00	$ 27,240.00
15	SAFETY END TREATMENT FOR 24" PIPE	3	EA	$ 1,650.00	$ 4,950.00	$ 850.00	$ 2,550.00	$ 1,200.00	$ 3,600.00	$ 1,100.00	$ 3,300.00	$ 1,390.00	$ 4,170.00	$ 1,150.89	$ 3,452.67	$ 1,118.00	$ 3,354.00
16	TYPE "C-C" INLET	2	EA	$ 3,500.00	$ 7,000.00	$ 3,775.00	$ 7,550.00	$ 2,000.00	$ 4,000.00	$ 4,200.00	$ 8,400.00	$ 3,100.00	$ 6,200.00	$ 3,915.20	$ 7,830.40	$ 5,020.00	$ 10,040.00
17	PIPE ENDWALL WITH CONCRETE RIP-RAP	149	CY	$ 85.00	$ 12,665.00	$ 385.00	$ 57,365.00	$ 200.00	$ 29,800.00	$ 560.00	$ 83,440.00	$ 375.00	$ 55,875.00	$ 841.06	$ 125,317.94	$ 499.23	$ 74,385.27
18	ASPHALT DRIVEWAYS (3" CALICHE BASE & 1" ACP)	2,081	SY	$ 15.00	$ 31,215.00	$ 25.50	$ 53,065.50	$ 12.00	$ 24,972.00	$ 25.00	$ 52,025.00	$ 35.00	$ 72,835.00	$ 38.93	$ 81,013.33	$ 22.18	$ 46,156.58
19	4" CONCRETE DRIVEWAYS	362	SY	$ 34.00	$ 12,308.00	$ 45.50	$ 16,471.00	$ 25.00	$ 9,050.00	$ 82.00	$ 29,684.00	$ 39.50	$ 14,299.00	$ 34.61	$ 12,528.82	$ 65.94	$ 23,870.28
20	REGRADE ROADSIDE DITCH	16,300	LF	$ 2.00	$ 32,600.00	$ 1.00	$ 16,300.00	$ 1.50	$ 24,450.00	$ 2.80	$ 45,640.00	$ 2.35	$ 38,305.00	$ 8.18	$ 133,334.00	$ 4.46	$ 72,698.00
21	COMPACTED DIRT FILL	940	CY	$ 5.00	$ 4,700.00	$ 16.00	$ 15,040.00	$ 13.00	$ 12,220.00	$ 21.00	$ 19,740.00	$ 19.50	$ 18,330.00	$ 30.18	$ 28,369.20	$ 14.26	$ 13,404.40
22	TRAFFIC CONTROL	1	LS	$ 5,500.00	$ 5,500.00	$ 9,500.00	$ 9,500.00	$ 20,000.00	$ 20,000.00	$ 26,000.00	$ 26,000.00	$ 6,710.00	$ 6,710.00	$ 24,762.45	$ 24,762.45	$ 99,220.00	$ 99,220.00
23	PAVEMENT MARKINGS	1	LS	$ 21,468.00	$ 21,468.00	$ 15,000.00	$ 15,000.00	$ 13,000.00	$ 13,000.00	$ 12,000.00	$ 12,000.00	$ 19,900.00	$ 19,900.00	$ 15,378.78	$ 15,378.78	$ 20,840.00	$ 20,840.00
			BASE BID TOTAL		**$ 524,159.00**		**$ 545,193.75**		**$ 626,205.00**		**$ 660,066.60**		**$ 690,953.85**		**$ 858,878.04**		**$ 1,119,093.69**

Item No.	Item Description	Estimated Quantity	Unit	2GS, LLC Unit Price	2GS, LLC TOTAL	IOC COMPANY, LLC Unit Price	IOC COMPANY, LLC TOTAL	TEXAS CORDIA CONSTRUCTION Unit Price	TEXAS CORDIA CONSTRUCTION TOTAL	FOREMOST PAVING, INC. Unit Price	FOREMOST PAVING, INC. TOTAL	REIM CONSTRUCTION, INC. Unit Price	REIM CONSTRUCTION, INC. TOTAL	CLORE CONSTRUCTION, LLC Unit Price	CLORE CONSTRUCTION, LLC TOTAL	SALINAS CONST. TECHNOLOGIES, LTD. Unit Price	SALINAS CONST. TECHNOLOGIES, LTD. TOTAL
ADD ALTERNATE #1 BID																	
1	2" HMAC TYPE "D" (24')	23,049	SY	$ 9.00	$ 207,441.00	$ 9.55	$ 220,117.95	$ 13.00	$ 299,637.00	$ 8.20	$ 189,001.80	$ 11.80	$ 271,978.20	$ 8.95	$ 206,288.55	$ 10.81	$ 249,159.69
		ADD ALTERNATE NO. 1 TOTAL			**$ 207,441.00**		**$ 220,117.95**		**$ 299,637.00**		**$ 189,001.80**		**$ 271,978.20**		**$ 206,288.55**		**$ 249,159.69**
ADD ALTERNATE #2 BID																	
1	PRIME COAT (MC-30) (0.2 GAL/SY)	23,049	SY	$ 0.40	$ 9,219.60	$ 1.35	$ 31,116.15	$ 2.00	$ 46,098.00	$ 0.90	$ 20,744.10	$ 1.10	$ 25,353.90	$ 1.80	$ 41,488.20	$ 1.55	$ 35,725.95
		ADD ALTERNATE NO. 2 TOTAL			**$ 9,219.60**		**$ 31,116.15**		**$ 46,098.00**		**$ 20,744.10**		**$ 25,353.90**		**$ 41,488.20**		**$ 35,725.95**
ADD ALTERNATE #3 BID																	
1	BIAXIAL GEOGRID 1200	23,049	SY	$ 1.30	$ 29,963.70	$ 2.05	$ 47,250.45	$ 3.80	$ 87,586.20	$ 2.55	$ 58,774.95	$ 2.40	$ 55,317.60	$ 4.06	$ 93,578.94	$ 3.91	$ 90,121.59
		ADD ALTERNATE NO. 3 TOTAL			**$ 29,963.70**		**$ 47,250.45**		**$ 87,586.20**		**$ 58,774.95**		**$ 55,317.60**		**$ 93,578.94**		**$ 90,121.59**
ADD ALTERNATE #4 BID																	
1	24" HP POLYPROPYLENE PIPE	128	LF	$ 45.00	$ 5,760.00	$ 57.50	$ 7,360.00	$ 45.00	$ 5,760.00	$ 51.00	$ 6,528.00	$ 47.75	$ 6,112.00	$ 52.18	$ 6,679.04	$ 99.86	$ 12,782.08
2	30" HP POLYPROPYLENE PIPE	108	LF	$ 65.50	$ 7,074.00	$ 71.00	$ 7,668.00	$ 64.00	$ 6,912.00	$ 78.00	$ 8,424.00	$ 62.50	$ 6,750.00	$ 65.69	$ 7,094.52	$ 112.14	$ 12,111.12
3	36" HP POLYPROPYLENE PIPE	120	LF	$ 80.00	$ 9,600.00	$ 75.00	$ 9,000.00	$ 65.00	$ 7,800.00	$ 98.00	$ 11,760.00	$ 68.50	$ 8,220.00	$ 69.34	$ 8,320.80	$ 127.03	$ 15,243.60
4	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	356	LF	$ 6.50	$ 2,314.00	$ 18.00	$ 6,408.00	$ 28.00	$ 9,968.00	$ 2.00	$ 712.00	$ 21.75	$ 7,743.00	$ 29.25	$ 10,413.00	$ 49.33	$ 17,561.48
		ADD ALTERNATE NO. 4 TOTAL			**$ 24,748.00**		**$ 30,436.00**		**$ 30,440.00**		**$ 27,424.00**		**$ 28,825.00**		**$ 32,507.36**		**$ 57,698.28**
			BASE BID TOTAL		$ 524,159.00		$ 545,193.75		$ 626,205.00		$ 660,066.60		$ 690,953.85		$ 858,878.04		$ 1,119,093.69
		ADD ALTERNATE NO. 1 TOTAL			$ 207,441.00		$ 220,117.95		$ 299,637.00		$ 189,001.80		$ 271,978.20		$ 206,288.55		$ 249,159.69
		ADD ALTERNATE NO. 2 TOTAL			$ 9,219.60		$ 31,116.15		$ 46,098.00		$ 20,744.10		$ 25,353.90		$ 41,488.20		$ 35,725.95
		ADD ALTERNATE NO. 3 TOTAL			$ 29,963.70		$ 47,250.45		$ 87,586.20		$ 58,774.95		$ 55,317.60		$ 93,578.94		$ 90,121.59
		ADD ALTERNATE NO. 4 TOTAL			$ 24,748.00		$ 30,436.00		$ 30,440.00		$ 27,424.00		$ 28,825.00		$ 32,507.36		$ 57,698.28
			GRAND TOTAL		$ 795,531.30		$ 874,114.30		$ 1,089,966.20		$ 956,011.45		$ 1,072,428.55		$ 1,232,741.09		$ 1,551,799.20

AI-46722 **Purchasing Department 22. C. 2.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Comm AC Cuellar,HC/Pct.1 **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise a RFB for: Disposal of MSW received at Pct. #1 Citizen Collection Stations/Sites to a Landfill and/or Transfer Station within a Fifteen (15) Mile radius from Sunset Park including approval of procurement packet.

BACKGROUND

Due to serious delays in the transport of MSW from outlying Citizen Collection Stations located at Sunset Park and Mercedes, Pct. #1 requires a contract for a disposal site (Landfill and/or Transfer Station) as an additional resource to relieve the amount of MSW received at these sites.

This contract would relieve the costs to the Pct. associated with:
Idle time, staff time, wear&tear on vehicles, costly repairs, fuel costs.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-432-00-121-001-0-421

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

BUDGETARY IMPACT:

Pct 1 - $50,761.53 as of 10/22/14 - "As Needed Basis"

Attachments

262.024

Memo, Specs, Legal Notice & modifications

draft agreement and legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/26/2014 12:32 PM
Budget & Management	Debbie Tamez	09/26/2014 01:16 PM
Manuel Chapa	Monica Badillo	10/09/2014 11:34 AM
Purchasing Department	Marty Salazar	10/21/2014 09:37 AM
Budget & Management	Veronica Ortiz	10/22/2014 08:19 AM
Manuel Chapa	Manuel Chapa	10/24/2014 03:44 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Marty Salazar Started On: 09/25/2014 03:28 PM

Final Approval Date: 10/24/2014

(c) A county may receive bids or proposals under this subchapter in hard-copy format or through electronic transmission. A county shall accept any bids or proposals submitted in hard-copy format.

Added by Acts 2001, 77th Leg., ch. 1063, § 1, eff. Sept. 1, 2001.

§ 262.023. Competitive Requirements for Certain Purchases

(a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding $50,000, the commissioners court of the county must:

(1) comply with the competitive bidding or competitive proposal procedures prescribed by this subchapter;

(2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or

(3) comply with a method described by Subchapter H, Chapter 271.

(b) The requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through anticipation notes authorized by Chapter 1431, Government Code, or time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271).[1]

(b–1) A county that complies with a method described by Subchapter H, Chapter 271, as provided by Subsection (a)(3), to enter into a contract for which payment will be made through anticipation notes authorized by Chapter 1431, Government Code, may not issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) $10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007; Acts 2009, 81st Leg., ch. 1266, § 4, eff. June 19, 2009.

[1] V.T.C.A., Local Government Code § 271.041 et seq.

Section 2 of Acts 2007, 80th Leg., ch. 689 provides:

"The changes in law made by this Act apply only to a contract entered into on or after the effective date [Sept. 1, 2007] of this Act. A contract entered into before the effective date of this Act is governed by the law in effect when the contract was entered into, and the former law is continued in effect for that purpose."

Section 17 of Acts 2009, 81st Leg., ch. 1266 provides:

"The change in law made by this Act applies only to a claim that arises under a contract executed on or after the effective date of this Act. A claim that arises under a contract executed before the effective date of this Act is governed by the law as it existed immediately before the effective date of this Act, and that law is continued in effect for that purpose."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; [1] or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 59(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, § 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, § 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 442, § 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, § 1, eff. June 15, 2001; Acts 2007, 80th Leg., ch. 1272, § 3, eff. Sept. 1, 2007.

[1] V.T.C.A., Bus. & Com. Code § 17.81 et seq.

§ 262.0241. Mandatory Exemptions: Certain Recreational Services

(a) This section applies only to a county that:

(1) has a population of 20,000 or less; and

(2) owns not more than one golf course open for public use.

(b) The competitive bidding and competitive proposal procedures prescribed by this subchapter do not apply to the purchase of:

(1) management services for:

(A) a county-owned golf course; or

(B) a retail facility owned by the county and located on the premises of the golf course; and

(2) landscape maintenance services for a county-owned golf course.

Added by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

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

MEMORANDUM

(Approval of Specifications)

To: Hon. A.C. Cuellar, Commissioner
Hidalgo County Precinct No. 1

ATTN: Raul Lozano & Katia Garcia

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

Date: October 10, 2014

Re: RFSQ No. 2014-374-00-00-SGS-Approval of Specifications for Hidalgo County Precinct No. 1- "DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1-CITIZEN COLLECTION STATIONS"

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If the modified specifications are NOT met, make any and all additional modifications necessary and return the revised copy to purchasing department.

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

APPROVE ✓	DISAPPROVE
APPROVED WITH MODIFICATIONS ✓	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 4-1100-432-00-12100170-421

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
[signature]	Raul Lozano	Hidalgo County Pct 1	10-10-14

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, AS SOON AS POSSIBLE, BUT NO LATER THAN 4:00 P.M. TODAY! VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us

Enclosures

REVISED-EXHIBIT "A"

Specifications/Requirements

Hidalgo County Precinct No. 1

"Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations"

Bid No.: 2014-374-00-00-SGS

I. SCOPE OF SERVICES:

Hidalgo County is solicitating competitive sealed bids for the services of the disposal and/or pick up of loose solid waste material from Hidaglo County Precinct 1, Sunset Park. All services will be on an "As Needed Basis". The County reserves the right to utilize its own trucks and drivers at the descretion of Precinct No.1, throughout the term of the contract.

II. SPECIFICATIONS/REQUIREMENTS

1. Bidder must identify the landfill site and/or Transfer Station to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type one (1) permit for the landfill site issued by the Texas Commission on Evironmental Quality (TCEQ). In addition, bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill and/or Transfer Station business.

2. The bidder will accept possession and entitled to all deliveries of solid waste materials tendered to it by County at the landfill and/or Transfer Station site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not, possesses a Type one (1) permit. The purpose of this contract is to provide County with an outlet for solid waste materials disposal. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal.

3. Bidder will accept solid waste from the following location: Precinct No.1, Sunset Park. A copy of Bidder's permit(s) for operation of a Type 1 solid waste facility at such location(s) is attached hereto as Exhibit "C" (part of Insurance Requirements). Bidder will not accept "Special Waste," as that term is defined in 30 T.A.C. '330.2. Upon receipt and acceptance of the waste from Precinct No. 1, Sunset Park title to such waste will be transferred to Bidder, and Bidder will be solely and exclusively responsible for the disposal of such waste in accordance with all applicable laws and regulations. Bidder agrees, by accepting waste from County hereunder, that such waste is of a class or type which Bidder may dispose in its permitted facilities in compliance with its permit and applicable laws and regulations.

4. Bid will be based on a low bid per-ton-of-loose-waste-basis.

5. Landfill and/or Transfer Station facility site must be within a fifteen (15) mile radius from Sunset Park.

6. Location of landfill and/or Transfer Station site and related incremental hauling costs to the County will be a considering factor in determining the lowest and best bid.

7. Bidder acknowledges that County is the operator of one or more landfill sites in Hidalgo County, which do not possess a Type 1 permit. The purposes of this Agreement are to provide County with an outlet for solid waste materials disposal. County, by its execution of this Agreement, does not represent that it will deliver any waste to Bidder

8. This Agreement is for the acceptance and disposal of solid waste materials for Precinct No. 1, Sunset

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Park only. Delivery of solid waste materials to such location shall be at the sole cost and expense of Precinct No. 1.

III. TERMS AND CONDITIONS:

1. Contract term will be for one (1) year of services on **"As Needed Basis" only** with the County's option to renew for two (2) additional one (1) year terms, under the same rates terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same terms and conditions, at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty (30) days written notice prior to cancellation.

6. The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications/Requirements and to continue at all times in force in effect during the term of any such contract.
    a) a $500,000 general liability policy with limits of at least $100,000/3000,000 in accordance with the Texas Tort Claims Act;
    b) Workers compensation insurance as required by applicable law;
    c) Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;
    d) Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise, and
    e) Any contract award pursuant hereto shall provide that is shall automatically suspend upon the cancellation of other termination of any required policy of insurance hereunder.

7. The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto.

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8. Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

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

10. The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

11. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

ADDITIONAL INFORMATION:

1) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandy Suarez, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

2) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, **October 00, 2014 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, October 00, 2014 by 5:00 p.m.**

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Bid No: 2014-374-11-00-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1

"DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 CITIZEN COLLECTION STATIONS

BID OPENING DATE:

NOVEMBER, 00 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY PRECINCT NO. 1- "DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 CITIZEN COLLECTION STATIONS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2014-374-11-00-SGS- HIDALGO COUNTY PRECINCT NO. 1-"DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 CITIZEN COLLECTION STATIONS"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. WEDNESDAY, NOVEMBER 00, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2014-374-11-00-SGS RFB-HIDALGO COUNTY PRECINCT NO. 1 – "DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 CITIZEN COLLECTION STATIONS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY PRECINCT NO. 1 - "DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 CITIZEN COLLECTION STATIONS"** 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 Precinct No. 1
A.C. Cuellar, Jr., Commissioner
1902 Joe Stephens Ave
Weslaco, Texas 78596
ATTN.: Accounts Payable (956) 968-8733

17. Schedule of Events

Bid Opening, 9:30 AM	**NOVEMBER 00, 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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like,

arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY PRECINCT NO. 1
"DISPOSAL OF SOLID WASTE RECEIVED AT PRECINCT NO. 1 CITIZEN COLLECTION STATIONS"
BID NO.: 2014-374-11-00-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements

Hidalgo County Precinct No. 1
"Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations"
Bid No.: 2014-374-00-00-SGS

I. SCOPE OF SERVICES:

Hidalgo County is solicitating competitive sealed bids for the services of the disposal and/or pick up of loose solid waste material from Hidaglo County Precient 1, Sunset Park. All services will be on an "As Needed Basis". The County reserves the right to utilize its own trucks and drivers at the descretion of Precinct No.1, throughout the term of the contract.

II. SPECIFICATIONS/REQUIREMENTS

1. Bidder must identify the landfill site to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type one (1) permit for the landfill site issued by the Texas ~~Natural Resource Conservation Commission~~. In addition, bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill business.

2. The bidder will accept possession and entitled to all deliveries of solid waste materials tendered to it by County at the landfill site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not, possesses a Type one (1) permit. The purpose of this contract is to provide County with an outlet for solid waste materials ~~which it cannot dispose of in its own landfills~~. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal.

3. Bidder will accept solid waste from the following location: Precinct No.1. A copy of Bidder's permit(s) for operation of a Type 1 solid waste facility at such location(s) is attached hereto as Exhibit "C" (part of Insurance Requirements). Bidder will not accept "Special Waste," as that term is defined in 30 T.A.C. ' 330.2. Upon receipt and acceptance of the waste from Precinct No. 1, title to such waste will be transferred to Bidder, and Bidder will be solely and exclusively responsible for the disposal of such waste in accordance with all applicable laws and regulations. Bidder agrees, by accepting waste from County hereunder, that such waste is of a class or type which Bidder may dispose in its permitted facilities in compliance with its permit and applicable laws and regulations.

4. Bid will be based on a low bid per-ton-of-loose-waste-basis.

5. Landfill facility site must be within a fifteen (15) mile radius from Sunset Park.

6. Location of landfill site and related incremental hauling costs to the County will be a considering factor in determining the lowest and best bid.

7. Bidder acknowledges that County is the operator of one or more landfill sites in Hidalgo County, which do not possess a Type 1 permit. The purposes of this Agreement are to provide County with an outlet for solid waste materials ~~which it cannot dispose of in its own landfills~~. County, by its execution of this Agreement, does not represent that it will deliver any waste to Bidder

8. This Agreement is for the acceptance and disposal of solid waste materials for Precinct No. 1 only. Delivery of solid waste materials to such location shall be at the sole cost and expense of Precinct No. 1.

III. TERMS AND CONDITIONS:

1. Contract term will be for one (1) year of services on **"As Needed Basis" only** with the County's option to renew for two (2) additional one (1) year terms, under the same rates terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same terms and conditions, at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty (30) days written notice prior to cancellation.

6. The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications/Requirements and to continue at all times in force in effect during the term of any such contract.
    a) a $500,000 general liability policy with limits of at least $100,000/3000,000 in accordance with the Texas Tort Claims Act;
    b) Workers compensation insurance as required by applicable law;
    c) Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;
    d) Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise, and
    e) Any contract award pursuant hereto shall provide that is shall automatically suspend upon the cancellation of other termination of any required policy of insurance hereunder.

7. The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto.

8. Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

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

10. The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

11. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

ADDITIONAL INFORMATION:

1) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandy Suarez, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

2) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, **October 00, 2014 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, October 00, 2014 by 5:00 p.m.**

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-374-00-00-SGS

THIS CONTRACT is made and entered into this **____ D**ay of**_____, 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **_____, 2014** and ending on **_____, 2015.** Hidalgo County may at its sole discretion elect, to extend the term of this Contract for two (2)-one (1) year terms at the same rates, terms and conditions and may further extend this Contract an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the

DRAFT

operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

DRAFT

an independent contractor under this Contract.

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

If to County: **The County of Hidalgo**
Attn: County Judge
304 W. University Drive
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

18. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

19. **Immunities**: Nothing in this Agreement is intended to a and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

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APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

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EXHIBIT “B”
VENDOR’S BID

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EXHIBIT “C”
INSURANCE REQUIREMENTS

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Draft Contract Document-Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Oct 14, 2014 08:13 AM

Subject : Fwd: Draft Contract Document-Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations

To : evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

----- Forwarded Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, October 14, 2014 7:58:37 AM
Subject: RE: Draft Contract Document-Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations

This draft Contract was never received by me. The draft is fine.

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, October 13, 2014 2:48 PM
To: Steve Crain
Cc: evangelina Garcia; Sandra Suarez
Subject: Fwd: Draft Contract Document-Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations

Mr. Crain:
Did you respond to this request for review and approval as to form? Cannot locate if you did, please provide.
Thanks,
Marty S.

----- Forwarded Message -----
From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Sandra Suarez" <sandy.suarez@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Monday, October 13, 2014 2:38:40 PM
Subject: Fwd: Draft Contract Document-Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations

Marty:
Have you heard from Mr. Crain on the following?

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

----- Forwarded Message -----
From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Sandra Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Friday, October 10, 2014 3:12:09 PM
Subject: Draft Contract Document-Disposal of Solid Waste Received at Precinct No. 1 Citizen Collection Stations

Marty:
Please forward to legal for review as to form and approval the draft contract as attached hereto. This will be for Precinct One project assigned to Sandy so that she may begin her process.

AI-47073 **Purchasing Department** **22. C. 3.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Comm. AC Cuellar, HC Pct. #1 **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of invoices (as itemized & detailed on supporting grid/documentation) through HC awarded contract with Arguendigui (for which no requisitions or POs processed/issued) in the amount of $129,773.66 (R&B, Parks, Sanitation) with authority for HC Treasurer, Hon. Norma Garcia to issue payment/checks after the completion of Auditor's processing procedures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-121-005-0-626

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

BUDGETARY IMPACT:

Funds available through PO#714217 --> $34,774.79
(Pending PO Increase)

Funds available in account as of 10/24/14 -->$55,176.74

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-452-00-121-013-0-626

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

BUDGETARY IMPACT:

Funds available through PO#714219 --> $10,431.18

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-432-00-121-001-0-626

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

BUDGETARY IMPACT:

Funds available through Po#714218 --> $41,976.09
(Pending PO Increase)

Funds available in account as of 10/24/14 --> $15,000

Attachments

AI-47073-PRECINCT 1 BACK-UP

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Marty Salazar	10/21/2014 05:31 PM
Budget & Management	Veronica Ortiz	10/22/2014 09:07 AM
Glinda Pacheco	Glinda Pacheco	10/24/2014 04:29 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Marty Salazar Started On: 10/21/2014 11:58 AM

Final Approval Date: 10/24/2014

HIDALGO CO ADMIN/SHOP PCT.# 1 - ACCT# 22-1500: Aging 10/20/2014

INV. DATE	INVOICE#	DUE DATE	A/R BAL	CURRENT	30	60	90	120	D.DEL
7/1/2014	B403547-IN	7/31/2014	$ 5,119.86	$ -	$ -	$ -	$ 5,119.86	$ -	81
7/1/2014	B403561-IN	7/31/2014	$ 7,105.34	$ -	$ -	$ -	$ 7,105.34	$ -	81
7/7/2014	B404194-IN	8/6/2014	$ 4,610.63	$ -	$ -	$ -	$ 4,610.63	$ -	75
7/10/2014	B404665-IN	8/9/2014	$ 4,670.72	$ -	$ -	$ -	$ 4,670.72	$ -	72
7/10/2014	B404697-IN	8/9/2014	$ 5,666.26	$ -	$ -	$ -	$ 5,666.26	$ -	72
7/15/2014	B405230-IN	8/14/2014	$ 5,071.94	$ -	$ -	$ -	$ 5,071.94	$ -	67
7/18/2014	B405866-IN	8/17/2014	$ 3,871.45	$ -	$ -	$ -	$ 3,871.45	$ -	64
7/18/2014	B405867-IN	8/17/2014	$ 3,670.69	$ -	$ -	$ -	$ 3,670.69	$ -	64
7/23/2014	B406537-IN	8/22/2014	$ 6,254.58	$ -	$ -	$ 6,254.58	$ -	$ -	59
7/25/2014	B407001-IN	8/24/2014	$ 4,219.29	$ -	$ -	$ 4,219.29	$ -	$ -	57
7/29/2014	B407258-IN	8/28/2014	$ 5,394.78	$ -	$ -	$ 5,394.78	$ -	$ -	53
7/29/2014	B407353-IN	8/28/2014	$ 4,508.12	$ -	$ -	$ 4,508.12	$ -	$ -	53
8/1/2014	B408000-IN	8/31/2014	$ 3,256.56	$ -	$ -	$ 3,256.56	$ -	$ -	50
8/5/2014	B408544-IN	9/4/2014	$ 4,216.69	$ -	$ -	$ 4,216.69	$ -	$ -	46
8/5/2014	B408545-IN	9/4/2014	$ 2,365.69	$ -	$ -	$ 2,365.69	$ -	$ -	46
8/8/2014	B408944-IN	9/7/2014	$ 5,467.57	$ -	$ -	$ 5,467.57	$ -	$ -	43
8/12/2014	B409449-IN	9/11/2014	$ 4,234.63	$ -	$ -	$ 4,234.63	$ -	$ -	39
8/13/2014	B409486-IN	9/12/2014	$ 4,501.82	$ -	$ -	$ 4,501.82	$ -	$ -	38
8/16/2014	B410031-IN	9/15/2014	$ 5,987.62	$ -	$ -	$ 5,987.62	$ -	$ -	35
8/18/2014	B409829-CM		$ (84,206.62)	$ -	$ -	$ (84,206.62)	$ -	$ -	0
8/18/2014	B409848-DM	9/17/2014	$ 84,140.12	$ -	$ -	$ 84,140.12	$ -	$ -	33
8/19/2014	B410505-IN	9/18/2014	$ 3,820.93	$ -	$ -	$ 3,820.93	$ -	$ -	32
8/22/2014	B411128-IN	9/21/2014	$ 6,227.02	$ -	$ 6,227.02	$ -	$ -	$ -	29
8/25/2014	B411257-IN	9/24/2014	$ 4,536.62	$ -	$ 4,536.62	$ -	$ -	$ -	26
8/26/2014	B411391-IN	9/25/2014	$ 4,180.55	$ -	$ 4,180.55	$ -	$ -	$ -	25
8/30/2014	B412170-IN	9/29/2014	$ 9,318.14	$ -	$ 9,318.14	$ -	$ -	$ -	21
9/2/2014	B412539-IN	10/2/2014	$ 4,524.62	$ -	$ 4,524.62	$ -	$ -	$ -	18
9/5/2014	B413197-IN	10/5/2014	$ 3,535.74	$ -	$ 3,535.74	$ -	$ -	$ -	15
9/9/2014	B413515-IN	10/9/2014	$ 3,502.30	$ -	$ 3,502.30	$ -	$ -	$ -	11
GRAND TOTALS:			**$ 129,773.66**	**$ -**	**$ 35,824.99**	**$ 54,161.78**	**$ 39,786.89**	**$ -**	

AI-47010 **Purchasing Department** **22. C. 4.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Comm. AC Cuellar, HC Pct. #1 **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. **Rescind** action **(CC 10/14/14-REG. AI-46270)** for a requirements agreement with **Eustacio Rubio** d/b/a **Delta Aggregate & Landscaping Materials** for the purposes of correcting same for:**"Aggregate Limestone Grade 4" (Option I)** for **Hidalgo County Precinct No. 1;**

B. Requesting approval of Requirements Agreement# **C-14-275-10-14** with **Eustacio Rubio** d/b/a **Delta Aggregate & Landscaping Materials** for the purposes of **-"Aggregate Limestone Grade 4" (Option I)** for **Hidalgo County Precinct No. 1;**

C. **Rescind** action **(taken by CC 10/14/14-REG. AI-46270)** for approval of a requirements agreement with **Frontera Materials, Inc.** for the purposes of correcting same for:**"Aggregate Limestone Grade 4" (Option II)** for **Hidalgo County Precinct No. 1;**

D. Requesting approval of Requirements Agreement# **C-14-275A-10-14** with **Frontera Materials, Inc.** for the purposes of **-"Aggregate Limestone Grade 4" (Option II)** for **Hidalgo County Precinct No. 1;**

BACKGROUND

AI-46270-CC-10/14/14 (CC Mins)
Contract# C-14-275-10-28 (Delta Aggregate & Landscaping Materials) & C-14-275A-10-28 (Frontera)

Purpose of item:
Item#s 1 & 3 - Rescind: Due to, paragraph #2, last sentence reflects the word "Buyer" and should be "Seller".
Item#s 2 & 4 - Approval: Correction to paragraph #2, last sentence, word to reflect as "Seller" and NOT "Buyer".

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Funds available as of 10/24/2014.

Attachments

Contract # C-14-275-10-28-Eustacio Rubio dba Delta Aggregate & Landscaping Materials

Contract # C-14-275A-10-28-Frontera Materials Inc-Pct 1

AI-46270-CC-10-14-14

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/21/2014 11:38 AM
Budget & Management	Veronica Ortiz	10/22/2014 09:17 AM
Obdett Calzada	Obdett Calzada	10/24/2014 04:19 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Letty Saenz Started On: 10/15/2014 03:07 PM

Final Approval Date: 10/24/2014

REQUIREMENTS AGREEMENT
C-14-275-10-28

THIS AGREEMENT (the "Agreement") is entered into effective as of this **28th** day of **October, 2014** by and between **Eustacio Rubio** d/b/a **Delta Aggregate & Landscaping Materials** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precinct No. 1** for the **"Aggregate Limestone Grade 4" (Option I)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **October 29, 2014** and expire on **October 28, 2015** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices

shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
302 University Drive
Edinburg, Texas 78539

If to Seller: **Eustacio Rubio** d/b/a
Delta Aggregate & Landscaping Materials
Attention: Eustacio Rubio, Owner
9772 Francisco Perales Dr. (or) P.O. Box 2443
Edcouch, Tx 78538 Elsa, Tx 78543

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice to Seller.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

p. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

Approved By Commissioners Court: _____, 2014

BUYER:
HIDALGO COUNTY

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

SELLER:
EUSTACIO RUBIO d/b/a **DELTA AGGREGATE & LANDSCAPING MATERIALS**

By:_____
Printed Name: Eustacio Rubio
Title: Owner

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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

July 28, 2014

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY PRECINCT NO. 1***
Request for Bids ***"Aggregate Limestone Grade 4 -Type A"***
Bid No*: 2014-275-08-13-SGS*

Dear Participant(s):

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

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

REQUEST FOR BIDS (RFB)

Hidalgo County Precinct No. 1
"Aggregate Limestone Grade 4 -Type A"

RFB NO: 2014-275-08-13-SGS

Table of Contents

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit "A" Specifications	4
4.	Exhibit "B" Bid Page	2
5.	Exhibit "C" Insurance Requirements	4
6.	Exhibit "D" CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandy.suarez@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

July 28, 2014
Date

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

July 28, 2014

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY PRECINCT NO. 1***
Request for Bids ***"Aggregate Limestone Grade 4 -Type A"***
Bid No*: 2014-275-08-13-SGS*

Dear Participant(s):

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

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County Precinct No. 1
"AGGREGATE LIMESTONE
GRADE 4 – TYPE A"

RFB No.: 2014-275-08-13-SGS

Bid No: 2014-275-08-13-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4 -Type A"

BID OPENING DATE: AUGUST 13, 2014 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2014-275-08-13-SGS-** ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM WEDNESDAY, August 13, 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 No.-2014-275-08-13-SGS- Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation- ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4 -Type A*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	**August 13, 2014**
Award of Contract	2014
Commence Work or Deliver Products	2014

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY PRECINCT NO. 1
Aggregate Limestone Grade 4-Type A

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Precinct No. 1
"AGGREGATE LIMESTONE GRADE 4-TYPE A"
BID NO.:2014-275-08-13-SGS

PROJECT OVERVIEW:

Hidalgo County Precinct No. 1 is requesting sealed bids for the purchase of **Aggregate Limestone Grade 4-Type A (material)**. The material will be purchased on an **"As Needed Basis"** as required by Hidalgo County Precinct No. 1.

OPTION I – PRODUCT ONLY:

Hidalgo County has the option to utilize Precinct No. 1- hauling forces along with awarded vendor when required and/or on **"as needed basis"** for delivery of product.

OPITION 2 – PRODUCT AND DELIVERY:

Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:

- Delivery hours: To be arranged by Precinct No. 1
- Delivery Location: Sunrise Hill Park located on Mile 11 N. and 1 ½ miles W from FM1015, Weslaco Texas.
- Contact Person: Raul Lozano, Chief Administrator (956) 968-8733

REQUIREMENTS/ SPECIFICATION/TERMS AND CONDITIONS:

1) Bid price shall be per ton.

2) The limestone will be stock piled.

3) The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same terms, conditions.

4) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

5) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6) Hidalgo County Precinct № 1 reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

7) Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.

8) Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty

(30) days written notice prior to cancellation.

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

10) It is understood and agreed that in case Hidalgo County Precinct 1 should need "Aggregate Limestone Grade 4-Type A" and it is not available within the time frame needed from the successful during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

11) Awarded vendor must notify Hidalgo County within a 48 hour period (i.e. 2 business days) whenever the "Aggregate Limestone Grade 4- Type A "material is not available.

12) In the event the material furnished does not meet all County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

13) Hidalgo County reserves the right to seek purchases for **"Aggregate Limestone Grade 4-Type A"** from State Contracts whenever it is in the best interest of the County to do so.

14) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

15) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

16) Vendor must be in compliance with all TXDOT, Federal, State and OSHA rules and regulations.

17) The bidder awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

18) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

19) All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, foreseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

    e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

1) Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281,Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

2) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, AUGUST 06, 2014, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M. Friday, AUGUST 08, 2014.**

EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4-Type A"

BID No. 2014-275 08-13-SGS

NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals may be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession). The purchase and /or delivery of product will be on an "**As Needed Basis**" only.

PRODUCT **Aggregate Limestone Grade 4-Type A**			
OPTION- 1 **Material only**		**OPTION- 2** **Material & Delivery**	
price per ton to be pick up at vendor location by Hidalgo County Precinct #1 located at (Physical location): _____ _____ _____	$_____ per ton	price per ton delivered by the vendor to Pct. No. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)	$_____ per ton

EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4-Type A"

BID No. 2014-275 08-13-SGS

NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements

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 LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. 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, 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"
BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET#

DEPARTMENT NAME & DESCRIPTION OF BID: ***HIDALGO CO. PRECINCT NO. 1-AGGREGATE LIMESTONE GRADE 4"***

BID OPENING DATE: AUGUST 13, 2014	**BID OPENING TIME: 9:30 A.M.**
BID NO: 2014-275-08-13-SGS	**BUYER: SANDY SUAREZ**

PARTICIPATING VENDORS	LOCATION/PRICE PER TON	
	OPTION-1 **Material only** (Physical location)	[redacted]
1) FRONTERA	**1 mile So of FM 1015 & Miltary Progresso, TX 78579** **$25.00 per ton**	[redacted]
2) DELTA AGGREGATE & LANDSCAPING MATERIALS	**607 Old Cementary Rd. Progresso, TX. 78579** **$24.80per ton**	[redacted]
3) RIO GRANDE VALLEY AGGREGATE	**607 Old Cementary Rd. Progresso, TX. 78579** **$27.50 per ton**	[redacted]

Option 1 – Delta Aggregate & Landscaping -- $24.80 per ton

Option 2- Frontera -- $29.50 per ton

Original

EXHIBIT "B"
Bid Page
HIDALGO COUNTY PRECINCT NO. 1
"Aggregate Limestone Grade 4"
BID No. 2014-275 08-13-SGS
NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Delta Aggregate & Landscaping Materials
ADDRESS: P.O. Box 2443
CITY/STATE/ZIP CODE: Elsa, Texas 78543
PHONE & FAX NO'S: (956) 472-0174
CELLULAR NO: Same
E-MAIL ADDRESS: deltaaggregate@aol.com
AUTHORIZED SIGNATURE: Eustacio R O
PRINTED NAME: Eustacio Rubio
TITLE Owner

OPENED
8/13/14
10:25
Witnessed

Mara Hernandez

EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4"

BID No. 2014-275 08-13-SGS

NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals may be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession). The purchase and /or delivery of product will be on an "**As Needed Basis**" only.

PRODUCT "Aggregate Limestone Grade 4" (3/8 edged rock, crushed)			
OPTION- 1 Material only		**OPTION- 2** Material & Delivery	
price per ton to be pick up at vendor location by Hidalgo County Precinct #1 located at (Physical location): 607 Old Cemetary Rd. Progreso, Texas 78579	$ 24.80 per ton	price per ton delivered by the vendor to Pct. No. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)	$ 29.80 per ton

OPENED
8/13/14
10:25
Witnessed

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2014

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 SALINAS INSURANCE AGENCY 406 S GRAY LANE AVE WESLACO, TX 78596	CONTACT NAME: ROY SALINAS PHONE (A/C, No, Ext): 956-351-5819 FAX (A/C, No): 956-351-5902 E-MAIL ADDRESS: rsalinas.insurance@yahoo.com
INSURED EUSTACIO RUBIO DBA: DELTA AGGREGATE & LANDSCAPING MATERIALS PO BOX 2443 ELSA, TX 78543	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : COVINGTON SPECIALTY COMPANY — 97050 INSURER B : — 97047 INSURER C : — 49950 INSURER D : — INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		KAXPG-I	08/29/2014	08/29/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 1,000,000 $ 500,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COUNTY OF HIDALGO SHALL BE NAME AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATT: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roy Salinas

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REQUIREMENTS AGREEMENT
C-14-275A-10-28

THIS AGREEMENT (the "Agreement") is entered into effective as of this **28th** day of **October, 2014** by and between **Frontera Materials, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precinct No. 1** for the **"Aggregate Limestone Grade 4" (Option II)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **October 29, 2014** and expire on **October 28, 2015** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
302 University Drive
Edinburg, Texas 78539

If to Seller: **Frontera Materials, Inc.**
Attention: Barry M. Ehlinger, Manager
P. O. Box 1449
Elsa, Texas

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice to Seller.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

p. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

Approved By Commissioners Court:_____, 2014

BUYER:
HIDALGO COUNTY

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

SELLER:
FRONTERA MATERIALS, INC.

By:_____
Printed Name: Barry Ehlinger
Title: Materials Manager

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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

July 28, 2014

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY PRECINCT NO. 1***
Request for Bids ***"Aggregate Limestone Grade 4 -Type A"***
Bid No*: 2014-275-08-13-SGS*

Dear Participant(s):

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

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

REQUEST FOR BIDS (RFB)

Hidalgo County Precinct No. 1
"Aggregate Limestone Grade 4 -Type A"

RFB NO: 2014-275-08-13-SGS

Table of Contents

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit "A" Specifications	4
4.	Exhibit "B" Bid Page	2
5.	Exhibit "C" Insurance Requirements	4
6.	Exhibit "D" CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandy.suarez@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

July 28, 2014
Date

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

July 28, 2014

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY PRECINCT NO. 1***
Request for Bids ***"Aggregate Limestone Grade 4 -Type A"***
Bid No*: 2014-275-08-13-SGS*

Dear Participant(s):

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

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County Precinct No. 1
"AGGREGATE LIMESTONE
GRADE 4 – TYPE A"

RFB No.: 2014-275-08-13-SGS

Bid No: 2014-275-08-13-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4 -Type A"

BID OPENING DATE: AUGUST 13, 2014 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2014-275-08-13-SGS-** ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM WEDNESDAY, August 13, 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 No.-2014-275-08-13-SGS- Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation- ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4 -Type A*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	**August 13, 2014**
Award of Contract	2014
Commence Work or Deliver Products	2014

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY PRECINCT NO. 1
Aggregate Limestone Grade 4-Type A

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Precinct No. 1
"AGGREGATE LIMESTONE GRADE 4-TYPE A"
BID NO.:2014-275-08-13-SGS

PROJECT OVERVIEW:

Hidalgo County Precinct No. 1 is requesting sealed bids for the purchase of **Aggregate Limestone Grade 4-Type A (material)**. The material will be purchased on an **"As Needed Basis"** as required by Hidalgo County Precinct No. 1.

OPTION I – PRODUCT ONLY:

Hidalgo County has the option to utilize Precinct No. 1- hauling forces along with awarded vendor when required and/or on **"as needed basis"** for delivery of product.

OPITION 2 – PRODUCT AND DELIVERY:

Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:

- Delivery hours: To be arranged by Precinct No. 1
- Delivery Location: Sunrise Hill Park located on Mile 11 N. and 1 ½ miles W from FM1015, Weslaco Texas.
- Contact Person: Raul Lozano, Chief Administrator (956) 968-8733

REQUIREMENTS/ SPECIFICATION/TERMS AND CONDITIONS:

1) Bid price shall be per ton.

2) The limestone will be stock piled.

3) The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same terms, conditions.

4) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

5) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6) Hidalgo County Precinct № 1 reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

7) Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.

8) Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty

(30) days written notice prior to cancellation.

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

10) It is understood and agreed that in case Hidalgo County Precinct 1 should need "Aggregate Limestone Grade 4-Type A" and it is not available within the time frame needed from the successful during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

11) Awarded vendor must notify Hidalgo County within a 48 hour period (i.e. 2 business days) whenever the "Aggregate Limestone Grade 4- Type A "material is not available.

12) In the event the material furnished does not meet all County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

13) Hidalgo County reserves the right to seek purchases for **"Aggregate Limestone Grade 4-Type A"** from State Contracts whenever it is in the best interest of the County to do so.

14) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

15) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

16) Vendor must be in compliance with all TXDOT, Federal, State and OSHA rules and regulations.

17) The bidder awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

18) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

19) All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, foreseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

    e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

1) Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281,Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

2) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, AUGUST 06, 2014, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M. Friday, AUGUST 08, 2014.**

EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4-Type A"

BID No. 2014-275 08-13-SGS

NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals may be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession). The purchase and /or delivery of product will be on an "**As Needed Basis**" only.

PRODUCT **Aggregate Limestone Grade 4-Type A**			
OPTION- 1 **Material only**		**OPTION- 2** **Material & Delivery**	
price per ton to be pick up at vendor location by Hidalgo County Precinct #1 located at (Physical location): _____ _____ _____	$_____ per ton	price per ton delivered by the vendor to Pct. No. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)	$_____ per ton

EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4-Type A"

BID No. 2014-275 08-13-SGS

NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements

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 LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. 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, 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"
BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET#

DEPARTMENT NAME & DESCRIPTION OF BID: ***HIDALGO CO. PRECINCT NO. 1-AGGREGATE LIMESTONE GRADE 4"***

BID OPENING DATE: AUGUST 13, 2014	**BID OPENING TIME: 9:30 A.M.**
BID NO: 2014-275-08-13-SGS	**BUYER: SANDY SUAREZ**

PARTICIPATING VENDORS	**LOCATION/PRICE PER TON**	
	[redacted]	**OPTION-2** **Material & Delivery** (delivered by the vendor to Pct. No. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)
1) FRONTERA MATERIALS, INC.	[redacted]	**$29.50** per ton
2) DELTA AGGREGATE & LANDSCAPING MATERIALS	[redacted]	**$29.80** per ton
3) RIO GRANDE VALLEY AGGREGATE	[redacted]	**$33.50** per ton

Option 1 – Delta Aggregate & Landscaping -- $24.80 per ton

Option 2- Frontera Materials, Inc. -- $29.50 per ton

EXHIBIT "B"
Bid Page
HIDALGO COUNTY PRECINCT NO. 1
"Aggregate Limestone Grade 4"
BID No. 2014-275 08-13-SGS
NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Frontera Materials, INC.
ADDRESS: PO Box 1449 Elsa TX 78543
CITY/STATE/ZIP CODE: Elsa TX 78543
PHONE & FAX NO'S: 316-8954 office / 607-5965 cell
CELLULAR NO: barry 607-5965
E-MAIL ADDRESS: barry @ fmitex.com
AUTHORIZED SIGNATURE: Barry M Ehlinger
PRINTED NAME: Barry M Ehlinger
TITLE Materials Mgr.

EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4"

BID No. 2014-275 08-13-SGS

NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals may be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession). The purchase and /or delivery of product will be on an "**As Needed Basis**" only.

PRODUCT "Aggregate Limestone Grade 4" (3/8 edged rock, crushed)			
OPTION- 1 Material only		**OPTION- 2** Material & Delivery	
price per ton to be pick up at vendor location by Hidalgo County Precinct #1 located at (Physical location): 1 mile South of Fm 1015 & Military, Progresso Tx	$ 25.00 per ton	price per ton delivered by the vendor to Pct. No. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)	$ 29.50 per ton

OPENED
8/13/14
10:30
Witnessed

Marco Hernandez

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/28/2014

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
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

CONTACT NAME: Consuelo Cavazos, CISR
PHONE (A/C, No, Ext): (956)565-2481 FAX (A/C, No): (956)565-2733
E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Company	
INSURER B : Travelers Casualty Ins. Co. of	
INSURER C : The Travelers Indemnity Company	
INSURER D : The Standard Fire Ins. Co.	
INSURER E :	
INSURER F :	

INSURED
Frontera Materials, Inc.
P O Box 1449
Elsa TX 78543-1449

COVERAGES CERTIFICATE NUMBER: 2014-2015 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			Y-660-1C405755-PHX-14	9/1/2014	9/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA-5D227668-14-CAG	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			YSM-CUP-1C405687-TCT-14	9/1/2014	9/1/2015	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	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		YCUB-1C40567-5-14	9/1/2014	9/1/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
Hidalgo County
100 N Closner Blvd
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
Robert R Garza/CO

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AI-46270 **Purchasing Department** **26. E. 4.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Comm. J Palacios, HC Pct. #4 **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for the purpose of award by CC, multiple responsible vendors submitting the lowest and best bids (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements including approval of contract(s) for Request for Bids titled: Hidalgo County Precinct 1- "Aggregate Limestone Grade 4" through project No.: 2014-275-08-13-SGS.

BACKGROUND

1. Contract will commence on October 29, 2014
2. Contract document was reviewed and approved by Legal Counsel as to form.
3. Project is on an "As Needed Basis"

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Prct 1 - $ 250.56 as of 10/6/14

Attachments

Recommendation, tab , participation log

Legal review & approval

C-14-275-10-14- Eustacio Rubio-dba Delta Aggregate

C-14-275A-10-14 Frontera Material

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/01/2014 02:22 PM
Budget & Management	Veronica Ortiz	10/02/2014 12:15 PM
Glinda Pacheco	Glinda Pacheco	10/06/2014 04:43 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Sandy Suarez Started On: 09/02/2014 11:22 AM

Final Approval Date: 10/10/2014

AI-47143 **Purchasing Department 22. D. 1.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (engineering) service;
B. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services in connection with Pct 1 Round 3 BCAP Heidelberg Subdivision.
C. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____for the provision of professional engineering services for the Pct 1 BCAP Project of Heidelberg Subdivision.

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (construction material testing) service;
E. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Material Testing in connection with Pct 1 Round 3 BCAP Project of Heidelberg Subdivision.
F. Authority for the Purchasing Department to negotiate a professional (Construction Material Testing) contract with the No. 1 ranked firm of _____ for the provision of construction material testing services for Pct 1 Round 3 BCAP Project of Heidelberg Subdivision.

G. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (engineering) service;
H. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services in connection with Pct 1 Round 3 BCAP Colonia Lorenzana Subdivision.
I. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____ for the provision of professional engineering services for the Pct 1 BCAP Project of Colonia Lorenzana Subdivision.

J. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (construction material testing) service;
K. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Material Testing in connection with Pct 1 Round 3 BCAP Project of Colonia Lorenzana Subdivision.
L. Authority for the Purchasing Department to negotiate a professional (Construction Material Testing) contract with the No. 1 ranked firm of _____ for the provision of construction material testing services for Pct 1 Round 3 BCAP Project of Colonia Lorenzana Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1312-431-00-121-314-0-334

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

BUDGETARY IMPACT:

FISCAL YEAR: 2014 **ACCT. #:** 4-1312-431-00-121-314-0-339

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

BUDGETARY IMPACT:

FISCAL YEAR: 2014 **ACCT. #:** 4-1312-431-00-121-422-0-334

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

BUDGETARY IMPACT:

FISCAL YEAR: 2014 **ACCT. #:** 4-1312-431-00-121-422-0-339

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

BUDGETARY IMPACT:

Attachments

lorenzana grids
heidelberg grids

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/24/2014 04:48 PM
Budget & Management	Debbie Tamez	10/24/2014 05:00 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Yvette Islas Started On: 10/24/2014 10:20 AM

Final Approval Date: 10/24/2014

HIDALGO COUNTY PRECINCT NO 1

for
Professional Geo-Technical & Construction Material Testing Services
Round 3 BCAP Colonia Lorenzana Subdivision

Scoring & Evaluation GRID

Total Scores	MEG Engineering	Terracon Consultant Engineers	PSI Engineering
Evaluator 1	80	76	75
RANKING			

Scoring & Evaluation was completed by Pct No 1

HIDALGO COUNTY PRECINCT NO 1

for
Professional Engineering Services
Round 3 BCAP Colonia Lorenzana Subdivision

Scoring & Evaluation GRID

Total Scores	Le Fevre Engineering	Hinojosa Engineering, Inc.	Perez Consulting Engineering
Evaluator 1	78	76	75
RANKING			

Scoring & Evaluation was completed by Pct No 1

HIDALGO COUNTY PRECINCT NO 1

for
Professional Geo-Technical & Construction Material Testing Services
Round 3 BCAP Heidelberg Subdivision

Scoring & Evaluation GRID

Total Scores	MEG Engineering	Terracon Consultant Engineers	PSI Engineering
Evaluator 1	80	76	75
RANKING			

Scoring & Evaluation was completed by Pct No 1

HIDALGO COUNTY PRECINCT NO 1

for
Professional Engineering Services
Round 3 BCAP Heidelberg Subdivision

Scoring & Evaluation GRID

Total Scores	Le Fevre Engineering	Hinojosa Engineering, Inc.	Perez Consulting Engineering
Evaluator 1	78	76	75
RANKING			

Scoring & Evaluation was completed by Pct No 1

AI-47142 **Purchasing Department 22. E. 1.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (engineering) service;
B. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Engineering Services in connection with Pct 2 Round 3 BCAP Las Fuentes Subdivision.
C. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of _____for the provision of professional engineering services for the Pct 2 BCAP Project of Las Fuentes Subdivision.

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional (construction material testing) service;
E. Presentation of scoring grid (for purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Construction Material Testing in connection with Pct 2 Round 3 BCAP Project of Las Fuentes Subdivision.
F. Authority for the Purchasing Department to negotiate a professional (Construction Material Testing) contract with the No. 1 ranked firm of _____ for the provision of construction material testing services for Pct 2 Round 3 BCAP Project of Las Fuentes Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1312-431-00-122-411-0-334

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

BUDGETARY IMPACT:

FISCAL YEAR: 2014 **ACCT. #:** 4-1312-431-00-122-411-0-339

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

BUDGETARY IMPACT:

Attachments

Eng grid
CMT grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/24/2014 04:48 PM
Budget & Management	Debbie Tamez	10/24/2014 04:57 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Yvette Islas Started On: 10/24/2014 09:53 AM

Final Approval Date: 10/24/2014

HIDALGO COUNTY PRECINCT NO 2

for
Professional Engineering Services
Round 3 BCAP Las Fuentes Subdivision

Scoring & Evaluation GRID

Total Scores	R. Gutierrez Engineering Inc.	LNV, Inc.	Perez Consulting Engineering
Evaluator 1	97	96	94
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

HIDALGO COUNTY PRECINCT NO 2

for
Professional Geo-Technical & Construction Material Testing Services
Round 3 BCAP Las Fuentes Subdivision

Scoring & Evaluation GRID

Total Scores	MEG Engineering	Earth Co.	PSI Engineering
Evaluator 1	94	88	90
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

AI-47084 **Purchasing Department** **22. F. 1.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 2 (with an estimated cost of $5,945.25) as submitted by Millennium Engineers Group, Inc., Contract #C-14-300-09-09, for Construction Materials Engineering Services for the Pct. 2 Moore Road (I Road East Approx. 1,260 LF) Improvements project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-104-0-841

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

BUDGETARY IMPACT:

Funds available through Req#265765 in the amount of $5,945.25 as of 10/24/14 for Millennium Engineers Group, Inc.

Attachments

WA#2

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	10/24/2014 03:43 PM
Purchasing Department	Darlene Betancourt	10/24/2014 03:54 PM
Budget & Management	Veronica Ortiz	10/24/2014 04:03 PM
Glinda Pacheco	Glinda Pacheco	10/24/2014 04:55 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Angela Garcia Started On: 10/22/2014 10:28 AM

Final Approval Date: 10/24/2014

HIDALGO COUNTY

Professional Engineering Services
Contract # C-14-300-09-09
Work Authorization Form

WORK AUTHORIZATION NO. 2

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 **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Engineering Services for the Moore Road (I Road East approx. 1,260 LF) Improvements project.

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 **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**5,945.25**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached 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**/Part/Section 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **2** shall be funded through funding source:
Account No. 4-1200-431-00-122-104-0-841
Requisition Number 865765 **(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**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No. 2**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2

BY: Commissioner Hector "Tito" Palacios

_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

THE LABORATORY

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT A
-Scope of Services to be provided by the 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 the 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 specification 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 recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, 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 projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection 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 of 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 devised of accuracy traceable to the National Institute of 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 the 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.

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering & Testing Services
Moore Road (I Road East approx. 1,260 LF) Improvements Project

☒EXISTING PAVEMENT (PRIOR TO CONSTRUCTION PAVEMENT DEPTH CHECK)

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	10	45.00	450.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	2	60.00	120.00
Vehicle trip charge (each)	2	37.00	74.00
Depth Test (each)	2	6.00	12.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	905.25
Sub-Total (per task)	**1**	**905.25**	**905.25**

EXISTING PAVEMENT Section Total **905.25**

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	628.75
Sub-Total (per task)	**2**	**628.75**	**1,257.50**

Task: Flexible Base density testing at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	**2**	**370.50**	**741.00**

SOILS Section Total **1,998.50**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	50.00	200.00
Nuclear Density Test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	52.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	452.25
Sub-Total (per task)	**2**	**452.25**	**904.50**

Task: HMAC Pavement Laboratory Testing (Per Sample, 2 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**2**	**375.00**	**750.00**

Task: HMAC Pavement Field Coring (Per Trip, 1 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	10	50.00	500.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	6	60.00	360.00
Asphalt Core Density (each)	6	40.00	240.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,387.00
Sub-Total (per task)	**1**	**1,387.00**	**1,387.00**

HMAC Pavement Section Total **3,041.50**

Total Estimated Cost **$5,945.25**

AI-47096 **Purchasing Department 22. F. 2.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 3 (with an estimated cost of $14,492.25) as submitted by Millennium Engineers Group Inc., Contract #c-14-300-09-09, for Construction Materials Engineering Services for the Pct. 2 Sioux Road (I Road West Approx. 7,580 LF) Improvements Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-106-0-841

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

BUDGETARY IMPACT:

Funds available through Req.#265790 in the amount of $14,492.25 for Millennium Engineers Group, Inc. pending approval of AI#47085 CC 10/28/14.

Attachments

Work Auth #3

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	10/24/2014 04:00 PM
Purchasing Department	Darlene Betancourt	10/24/2014 04:15 PM
Budget & Management	Veronica Ortiz	10/24/2014 04:29 PM
Glinda Pacheco	Glinda Pacheco	10/24/2014 04:58 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Angela Garcia Started On: 10/22/2014 01:18 PM

Final Approval Date: 10/24/2014

HIDALGO COUNTY
Professional Engineering Services
Contract # C-14-300-09-09
Work Authorization Form

WORK AUTHORIZATION NO. 3

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 **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Engineering Services for the Sioux Road (I Road West approx. 7,580 LF) Improvements project.

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 **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**14,492.25**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached 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**/Part/Section 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **3** shall be funded through funding source:
Account No. 4-1200-431-00-122-100-0-841
Requisition Number 265790 **(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**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No. 3**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2

BY: Commissioner Hector "Tito" Palacios

_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

THE LABORATORY

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering & Testing Services
Sioux Road (I Road West approx. 7,580 LF) Improvements Project

☒EXISTING PAVEMENT (PRIOR TO CONSTRUCTION PAVEMENT DEPTH CHECK)

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	16	45.00	720.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	4	60.00	240.00
Vehicle trip charge (each)	2	37.00	74.00
Depth Test (each)	4	6.00	24.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,307.25
Sub-Total (per task)	**1**	**1,307.25**	**1,307.25**

EXISTING PAVEMENT Section Total **1,307.25**

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	628.75
Sub-Total (per task)	**3**	**628.75**	**1,886.25**

Task: Flexible Base density testing at Roadway (Per Trip, 11 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	**11**	**370.50**	**4,075.50**

SOILS Section Total **5,961.75**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	50.00	200.00
Nuclear Density Test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	52.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	452.25
Sub-Total (per task)	**5**	**452.25**	**2,261.25**

Task: HMAC Pavement Laboratory Testing (Per Sample, 5 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**5**	**375.00**	**1,875.00**

Task: HMAC Pavement Field Coring (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	16	50.00	800.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	20	60.00	1,200.00
Asphalt Core Density (each)	20	40.00	800.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	3,087.00
Sub-Total (per task)	**1**	**3,087.00**	**3,087.00**

HMAC Pavement Section Total **7,223.25**

Total Estimated Cost **$14,492.25**

EXHIBIT A
-Scope of Services to be provided by the 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 the 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 specification 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 recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, 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 projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection 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 of 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 devised of accuracy traceable to the National Institute of 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 the 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.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

AI-47099 **Purchasing Department 22. F. 3.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 4 (with an estimated cost of $14,492.25) as submitted by Millennium Engineers Group Inc., Contract #C-14-300-09-09, for Construction Materials Engineering Services for Pct. 2 El Dora Road (I Road West approx. 7,580 LF) Improvements project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-107-0-841

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

BUDGETARY IMPACT:

Funds available through Req#265800 in the amount of $14,492.25 for Millennium Engineers Group upon approval of AI#47085 CC10/28/14.

Attachments

Work Auth #4

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	10/24/2014 04:06 PM
Purchasing Department	Darlene Betancourt	10/24/2014 04:15 PM
Budget & Management	Veronica Ortiz	10/24/2014 04:30 PM
Glinda Pacheco	Glinda Pacheco	10/24/2014 04:51 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Angela Garcia Started On: 10/22/2014 02:24 PM

Final Approval Date: 10/24/2014

HIDALGO COUNTY
Professional Engineering Services
Contract # C-14-300-09-09
Work Authorization Form

WORK AUTHORIZATION NO. 4

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 **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Engineering Services for the El Dora Road (I Road West approx. 7,580 LF) Improvements project.

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 **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**14,492.25**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached 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**/Part/Section 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **4** shall be funded through funding source:
Account No. 4-1200-431-00-122-107-0-841
Requisition Number 265800 **(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**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No. 4**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2

BY: Commissioner Hector "Tito" Palacios

_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

THE LABORATORY

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the 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 the 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 specification 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 recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, 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 projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection 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 of 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 devised of accuracy traceable to the National Institute of 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 the 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.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering & Testing Services
El Dora Road (I Road West approx. 7,580 LF) Improvements Project

☒EXISTING PAVEMENT (PRIOR TO CONSTRUCTION PAVEMENT DEPTH CHECK)

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	16	45.00	720.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	4	60.00	240.00
Vehicle trip charge (each)	2	37.00	74.00
Depth Test (each)	4	6.00	24.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,307.25
Sub-Total (per task)	**1**	**1,307.25**	**1,307.25**

EXISTING PAVEMENT Section Total **1,307.25**

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	628.75
Sub-Total (per task)	**3**	**628.75**	**1,886.25**

Task: Flexible Base density testing at Roadway (Per Trip, 11 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	**11**	**370.50**	**4,075.50**

SOILS Section Total **5,961.75**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	50.00	200.00
Nuclear Density Test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	52.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	452.25
Sub-Total (per task)	**5**	**452.25**	**2,261.25**

Task: HMAC Pavement Laboratory Testing (Per Sample, 5 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**5**	**375.00**	**1,875.00**

Task: HMAC Pavement Field Coring (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	16	50.00	800.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	20	60.00	1,200.00
Asphalt Core Density (each)	20	40.00	800.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	3,087.00
Sub-Total (per task)	**1**	**3,087.00**	**3,087.00**

HMAC Pavement Section Total **7,223.25**

Total Estimated Cost **$14,492.25**

AI-47155 **Purchasing Department 22. F. 4.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the construction contract documents for Hidalgo County Precinct No. 2: "Equipment and Maintenance Facility On-Site Civil Improvements Concrete Work" project (CC award action AI-46924, 10/14/14) to RDH Site and Concrete, LLC, in the total amount $75,549.90, subject to legal counsel's final review and approval w/Contract# C-14-353-10-14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-431-00-122-053-0-739

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

BUDGETARY IMPACT:

Account available balance as of 10-24-14 $186,674.89

Req #_____

Attachments

Previously approved AI#46924 Award Recommendation by Mr. Sesin, P.E., project engineer.

Contract pages C-14-353-10-14 Pct 2 - RDH

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/24/2014 02:24 PM
Budget & Management	Veronica Ortiz	10/24/2014 04:04 PM
Manuel Chapa	Manuel Chapa	10/24/2014 04:30 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Moises Salazar Started On: 10/24/2014

Final Approval Date: 10/24/2014

1. AI-46902 A. Action to rescind action taken on 08/12/2014 (AI-45877) and cancel PO #713360 in the amount of $27,911.00 issued to CoNo Creative Concepts, Inc., inasmuch as Roll Off Containers did not meet Quality Assurance Standards;

B. Requesting approval to purchase (6) Roll Off Containers to Wastequip Mfg Co. LLC meeting all specifications and/or requirements through the County's membership/participation with Buy-Board (TASB) awarded vendor (Contract #425-13) in the amount of $28,370.00 which includes delivery, shipping and any other appurtenances as may be needed for use by Pct. #1 for Landfill disposal purposes. (Project #14-318-OGG)

C. Pct. 2

1. AI-46924 A. Recommendation by project engineer Raul Sesin, P.E., Hidalgo County Planning Dept., for HCCC to award to the responsible vendor submitting the lowest/best bid meeting all specifications/requirements for Hidalgo County Precinct No. 2: "Equipment and Maintenance Facility On-Site Civil Improvements Concrete Work"-RFB No. 2014-353-10-08-MSS." to RDH Site and Concrete, LLC, in the total amount of $75,549.90;

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee (historically Raul Silguero unless otherwise changed by Comm.) to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

2. AI-46952 Acceptance and approval of the construction contract documents for Hidalgo County Precinct No. 2: "Road Runner Subdivision Paving & Drainage Improvements Project" (CC award action AI-46475, 9/15/14) to Texas Cordia Construction, LLC, in the total amount $405,928.00, subject to legal counsel's final review and approval w/Contract# C-14-285-09-15.

3. AI-46803 Acceptance of a donation of asset/vehicle (as further described/detailed in Exhibit A attached hereto) by the Hidalgo County Urban County Program for transfer to Precinct #2 with all other applicable documentation included.

4. AI-46875 Requesting acceptance and approval of Work Authorization No. 5 (with an estimated cost of $27,681.00) as submitted by R. Gutierrez Engineering Corporation, Contract No. C-14-085-04-08, to provide preliminary engineering, topographic surveying, final design and construction plans development, construction management and support for the improvements to Pct 2's Lopezville Park Project.

5. AI-46905 Requesting acceptance and approval of Work Authorization No. 6 (with an estimated cost of $3,350.00) as submitted by R. Gutierrez Engineering Corporation, Contract No. C-14-085-04-08, to provide services for the developing of a survey plat and metes and bounds for a detention pond to be located north of the Pct 2 Mult-purpose Complex on Hall Acres Road.

D. Pct. 3

1. AI-46808 Approval to execute a lease of land agreement (as approved as a Sole Source on CC 12/20/11), with Jose Ramirez, Jr., for the purposes of landfill access at "Penitas Landfill"under TCEQ Permit No. MSW 1727 for the residents residing in areas outside the ETJ of cities in Precinct No. 3.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-14-353-10-14

This Agreement, entered into this **14th** day of **October**, **2014** by and between **Hidalgo County** (hereinafter called the "OWNER," and, **RDH Site and Concrete, LLC** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County Precinct No. 2 "Equipment and Maintenance Facility – On-Site Civil Improvements Concrete Work"

Hereinafter called the project, for the sum of **Seventy Five Thousand Five Hundred Forty Nine Dollars and ninety cents ($75,549.90)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Technical Specifications, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by County of Hidalgo, Raul E. Sesin, P.E., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **21 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $**250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON;_____, 2014.

CONTRACTOR:_____
Print Name & Title: Rogelio De Hoyos - owner
Name of Firm: RDH Site and Concrete, LLC
Address: 1201 E. Moore Rd 89
Pharr TX 78577
Fed I.D. #/SS #: 46-5377221

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 22 day of October, 2014, by Rogelio Dehoyos Of and on behalf of RDH Site and Concrete, LLC
(Title) (A corporation)

FLOR IDALIA CASTILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

Flor I. Castillo
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

AI-47081 **Purchasing Department** **22. F. 5.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 1 (with an estimated cost of $5,945.25) as submitted by Millennium Engineers Group, Inc., Contract #C-14-300-09-09, for Construction Materials Engineering Services for the Pct. 2 Cesar Chavez (FM 495 North approx 1,280 LF) Road improvements project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-105-0-841

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

BUDGETARY IMPACT:

Funds available through Req#265751 in the amount of $5,945.25 as of 10/24/14 for Millennium Engineers Group, Inc.

Attachments

WA#1

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	10/24/2014 03:40 PM
Purchasing Department	Darlene Betancourt	10/24/2014 03:54 PM
Budget & Management	Veronica Ortiz	10/24/2014 04:00 PM
Glinda Pacheco	Glinda Pacheco	10/24/2014 04:46 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Angela Garcia Started On: 10/22/2014 10:09 AM

Final Approval Date: 10/24/2014

HIDALGO COUNTY
Professional Engineering Services
Contract # C-14-300-09-09
Work Authorization Form

WORK AUTHORIZATION NO. 1

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 **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Engineering Services for the Cesar Chavez (FM 495 North approx 1,280 LF) Improvements project.

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 **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is $**5,945.25**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached 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**/Part/Section 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 4-1200-431-00-122-105-0-841
Requisition Number 265751 **(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**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No. 1**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2

BY: Commissioner Hector "Tito" Palacios

_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

THE LABORATORY

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT A
-Scope of Services to be provided by the 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 the 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 specification 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 recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, 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 projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection 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 of 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 devised of accuracy traceable to the National Institute of 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 the 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.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering & Testing Services
Cesar Chavez Road (FM 495 North approx. 1,280 LF) Improvements Project

☒EXISTING PAVEMENT (PRIOR TO CONSTRUCTION PAVEMENT DEPTH CHECK)

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	10	45.00	450.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	2	60.00	120.00
Vehicle trip charge (each)	2	37.00	74.00
Depth Test (each)	2	6.00	12.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	905.25
Sub-Total (per task)	**1**	**905.25**	**905.25**

EXISTING PAVEMENT Section Total **905.25**

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	628.75
Sub-Total (per task)	**2**	**628.75**	**1,257.50**

Task: Flexible Base density testing at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	**2**	**370.50**	**741.00**

SOILS Section Total **1,998.50**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	50.00	200.00
Nuclear Density Test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	52.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	452.25
Sub-Total (per task)	**2**	**452.25**	**904.50**

Task: HMAC Pavement Laboratory Testing (Per Sample, 2 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**2**	**375.00**	**750.00**

Task: HMAC Pavement Field Coring (Per Trip, 1 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	10	50.00	500.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	6	60.00	360.00
Asphalt Core Density (each)	6	40.00	240.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,387.00
Sub-Total (per task)	**1**	**1,387.00**	**1,387.00**

HMAC Pavement Section Total **3,041.50**

Total Estimated Cost **$5,945.25**

AI-47127 **Purchasing Department 22. F. 6.**

CC - REGULAR

Meeting Date: 10/28/2014

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 requisitions listed for operating expenditures exceeding $25,000:

Requisition No.	Vendor	Amount
265608	Frontera Materials, Inc.	$30,624.00
265883	The Playwell Group	$90,970.48

BACKGROUND

Attachments

Req265608

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	10/24/2014 04:53 PM
Purchasing Department	Darlene Betancourt	10/24/2014 04:55 PM
Budget & Management	Debbie Tamez	10/24/2014 04:58 PM
Obdett Calzada	Obdett Calzada	10/24/2014 05:29 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Erika Zamora Started On: 10/23/2014

Final Approval Date: 10/24/2014

Requisition

Req # 00265608

PO #

Date: 10/20/14

Bill To: x
x

Vendor : 125717
FRONTERA MATERIALS, INC
P.O. BOX 1449
ELSA TX 78543-1449
FAX (956)968-0609

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: **ROCKY CAVAZOS**
956-787-1891

Contract No: **#E-14-089A-03-11**

Special Instructions:
REQ. #0508

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT #E-14-089A-03-11 EXPIRES 4/8/2015 PCT2 - ICA W/CITY OF SAN JUAN CESAR CHAVEZ (FROM 495 NORTH APPROXIMATELY 1280LF) ROAD PROJECT DO NOT DUPLICATE ORDER		
528.00	EACH	TYPE D HOT MIX ASHPALT - LIMESTONE	58.00	30,624.00
		Account No	Encumbrance	
		4-1200-431-00-122-105-0-841	30,624.00	
			Freight	.00
			Total	30,624.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-47100 **Purchasing Department 22. F. 7.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 5 (with an estimated cost of $13,094.50) as submitted by Millennium Engineers Group, Inc., Contract #C-14-300-09-09, for Construction Materials Engineering Services for the Pct. 2 Nolana Loop (Raul Longoria to Cesar Chavez) Improvements Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-108-0-841

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

BUDGETARY IMPACT:

Funds available through Requisition#265811 for Millennium Engineers Group upon approval of AI#47085 CC 10/28/14.

Attachments

Work Auth#5

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	10/24/2014 04:11 PM
Purchasing Department	Darlene Betancourt	10/24/2014 04:15 PM
Budget & Management	Veronica Ortiz	10/24/2014 04:31 PM
Glinda Pacheco	Glinda Pacheco	10/24/2014 05:01 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Angela Garcia Started On: 10/22/2014 02:33 PM

Final Approval Date: 10/24/2014

HIDALGO COUNTY

Professional Engineering Services
Contract # C-14-300-09-09
Work Authorization Form

WORK AUTHORIZATION NO. 5

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 **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Construction Materials Engineering Services for the Nolana Loop (Raul Longoria to Cesar Chavez) Improvements project.

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 **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**13,094.50**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached 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**/Part/Section 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **5** shall be funded through funding source:
Account No. 4-1200-431-00-122-108-0-841
Requisition Number 265811 **(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**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No. 5**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2

BY: Commissioner Hector "Tito" Palacios

_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

THE LABORATORY

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the 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 the 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 specification 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 recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, 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 projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection 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 of 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 devised of accuracy traceable to the National Institute of 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 the 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.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering & Testing Services
Nolana Loop (Raul Longoria to Cesar Chavez) Improvements Project

☒EXISTING PAVEMENT (PRIOR TO CONSTRUCTION PAVEMENT DEPTH CHECK)

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	16	45.00	720.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	4	60.00	240.00
Vehicle trip charge (each)	2	37.00	74.00
Depth Test (each)	4	6.00	24.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,307.25
Sub-Total (per task)	**1**	**1,307.25**	**1,307.25**

EXISTING PAVEMENT Section Total **1,307.25**

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	628.75
Sub-Total (per task)	**3**	**628.75**	**1,886.25**

Task: Flexible Base density testing at Roadway (Per Trip, 10 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	**10**	**370.50**	**3,705.00**

SOILS Section Total **5,591.25**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 4 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	50.00	200.00
Nuclear Density Test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	52.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	452.25
Sub-Total (per task)	**4**	**452.25**	**1,809.00**

Task: HMAC Pavement Laboratory Testing (Per Sample, 4 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**4**	**375.00**	**1,500.00**

Task: HMAC Pavement Field Coring (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	16	50.00	800.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	18	60.00	1,080.00
Asphalt Core Density (each)	18	40.00	720.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	2,887.00
Sub-Total (per task)	**1**	**2,887.00**	**2,887.00**

HMAC Pavement Section Total **6,196.00**

Total Estimated Cost **$13,094.50**

AI-47003 **Purchasing Department 22. G. 1.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Comm. J Flores, HC Pct. #3 **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

As required by statutory process and further detailed/required by TXDOT, Selection/Designation of "Evaluation Committee" to grade, score, and evaluate the Statements of Qualifications received in response to the RFQ "Construction Management, Inspection, and Material Testing Services for Mile 2 North Roadway Project".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

no fiscal impact

Attachments

procedures

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/21/2014 11:23 AM
Budget & Management	Veronica Ortiz	10/22/2014 09:11 AM
Glinda Pacheco	Glinda Pacheco	10/24/2014 11:19 AM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Yvette Islas Started On: 10/15/2014 11:01 AM

Final Approval Date: 10/24/2014

HIDALGO COUNTY
PROCEDURES FOR SELECTING AND CONTRACTING WITH PROFESSIONAL SERVICE PROVIDERS FOR FEDERAL ROAD PROJECTS

Hidalgo County has used 23 CFR 172 (Code of Federal Regulations) in the preparation of these procurement procedures for professional services.

Hidalgo County will place a notice seeking Statements of Qualifications from professional engineering firms in one newspaper for a minimum of two weeks before receiving Statements of Qualifications and on the County's website to allow a fair opportunity for in-state and out-of-state consultants to submit on the project. The notice period will be a minimum of 21 days. The Notice will include:

- County Website with location of the source where RFQ packet may be obtained
- RFQ number
- Type of contract
- General description of the project and work to be done
- Proposed contract duration
- Due date for providers to send proposals
- Name, address, phone and fax numbers, and email address of the contact person

The Request for Qualifications provides respondents with the information necessary to prepare and submit Statements of Qualifications for consideration by the County, which will contain:

- The details concerning the information in the notice
- A detailed scope of work - the scope of work will be clear, accurate and include a detailed description of the technical requirements for services to be rendered as well as items to be provided by the County
- The proposed basis of payment
- Insurance requirements
- DBE goal/Federal Requirements
- Any special contract requirements, including required forms
- Evaluation factors, including:
    - Similar work experience
    - Knowledge and skill to perform the proposed work
    - Current workload
    - Past performance
    - DBE Certified
- Staffing capabilities - including project manager and the proposed team, including all subprovider's key personnel and their qualifications
- Evidence of compliance with the assigned DBE goal through the prime provider or subprovider's identified on the team, or a written commitment to make a good faith effort to meet the assigned goal
- Name and contact information for references

- Other pertinent information addressed in the notice

The scoring committee will be comprised of 3 members nominated and approved by Commissioners' Court. They will review and score the proposals based on the established evaluation factors as stated in the request for qualifications and scoring system. The provider will not be awarded a contract based on competitive bids.

The proposals will be ranked based on the scoring system provided in the Request for Qualifications. The ranking criteria at a minimum should be based on:

- Project understanding and approach
- The project manager's and the teams' qualification and experience
- Ability to meet the project schedule
- DBE Certification

The scoring committee will conduct interviews with the top three scoring respondents. The final ranking of the scoring committee will be presented to the Commissioners' Court to award the contract based on the completion of a pre-negotiation and the negotiation of a contract with the highest qualified firm. TxDOT will review the contract and approve the fees for the contract before negotiations are finalized with the highest ranked firm.

After selection, the contract will be negotiated for a fair and reasonable price. The professional fees will not be higher than the recommended practices and fees published by the applicable professional associations. If a negotiated contract cannot be reached, the County may end negotiations and proceed to the second highest ranked engineering firm. If negotiations are unsuccessful with the second highest ranked engineering firm, the County will continue down the list until a contract is successfully negotiated.

Once the contract is negotiated, a contract will be prepared by the County. The County will submit the contract to TxDOT for approval prior to execution. The contract must include:

- The clearly stated time during which the service will be performed
- A detailed scope of work
- The planning and engineering costs to be paid (including basis of payment)
- Breakdown of the specific types of labor required, work hours and the cost of specific items.
- DBE participation goal
- A termination provision
- Consultant's performance standards
- Any state and federal required provisions
- Any amendments, copies of invoices and payments and insurance certificates
- Complete copy of the project Advanced Funding Agreement (AFA) between the County of Hidalgo and the Texas Department of Transportation (TxDOT).

The TxDOT District Office will review the contract for form and content and verify that the scope is consistent with that submitted with the approved submission and the costs proposed are fair and reasonable.

AI-47124 **Purchasing Department 22. G. 2.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Comm. J Flores, HC Pct. #3 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute an "On Call" professional engineering services contract with L&G Consulting Engineers, LLC for, "Geo-Technical & Construction Materials Testing for All Projects" for Precinct No. 3 as approved for negotiations on 9/9/14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

On an as needed basis.
Available Balance as of 10/24/14 --> $60,192.72

Attachments

C-14-357-10-28

Legal Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/23/2014 02:39 PM
Budget & Management	Veronica Ortiz	10/23/2014 02:57 PM
Glinda Pacheco	Glinda Pacheco	10/24/2014 10:31 AM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Rocio Villarreal Started On: 10/23/2014 11:45 AM

Final Approval Date: 10/24/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-14-357-10-28

THIS AGREEMENT is made effective the 28th, day of October, 2014 by and between **HIDALGO COUNTY, TEXAS,** ("County") and **L&G Consulting Engineers, LLC,** a Texas Limited Liability Company ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for "All Hidalgo County Precinct No. 3 Projects;" **(ON AN AS NEEDED BASIS)**

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

2. **Non-Exclusive Services of Laboratory.** Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. 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 for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory 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 their work.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory 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 Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. 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.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory 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 Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory 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 Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory 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. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. Insurance. Laboratory 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 County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

17. 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 the legal requirements and only during the time such conflict exists.

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory 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 Laboratory.

19. 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.

20. 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 Laboratory, and not otherwise.

21. 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.

22. Hold Harmless. In the event Laboratory 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, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory'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.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, 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.

24. Notices. Expect 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 a 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 Laboratory:	L&G Engineering Laboratory, LLC 2100 W. Expressway 83 Mercedes, Texas 78570

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 addresses or, if mailed at such time as it is deposited in the United States mail.

25. Executions 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.

26. 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.

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

30. 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).

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

LABORATORY:

L&G Engineering Laboratory, LLC

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez LLP

By:_____
Stephen L. Crain

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
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** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"***Professional Engineering Services-Construction Materials & Geo Technical Testing Pool***"
RFQ No.: 2014-004-12-11-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification 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/sma

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
(Including all funding sources, programs, and entities)
Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"
RFQ NO: 2014-004-12-11-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	2
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	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 Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing 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–2014-004-12-11-SMA-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials &Geo Technical Testing 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 proposal 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 Engineering Services-Construction Materials & Geotechnical Testing 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 HOLIDAYS:

2014 YEAR	
New Year's Day	**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**
Thanksgiving Day	**11/27/14 and 11/28/14**
Christmas Day	**12/25/14 and 12/26/14**
New Year's Eve	**12/31/14**

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.~~

- ~~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 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, RFP, 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 78539CHidalgo 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 Engineering Services
"Construction Materials & Geo Technical Testing Pool"

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 Qualification 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

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories 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 Independent Testing Laboratories 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 ***"PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ NO: 2014-004-12-11-SMA*** *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:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should 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/or labeled with the Company's name, RFQ No. , Project Name, 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, proposals 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 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:
Submitters 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:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent 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 in writing 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 to sandra.montalvo@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 will may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands 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 a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

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 as required by STATE OF TEXAS.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING 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.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The statement of qualifications shall include the following:

   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Construction Materials Testing 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 Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

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) Attachment "A" 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;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2014-004-12-11-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only
Refer back to requirements page 8, negotiations process

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

DRAFT

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2014-004-12-11-SMA

27	Laptop Computer Rental (w/ Printer)	$ /Mo.
28	Concrete Beam Breaker	$ /Day
29	Concrete Beam Breaker	$ /Wk
30	Concrete Beam Breaker	$ /Mo.
31	Vacuum Extractor	$ /Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + %
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	SOILS SECTION	
Tex-100-E	Surveying and Sampling Soils for Highways	$ Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$ Ea
Tex-104-E	Determination of Liquid Limit of Soils	$ Ea
Tex-105-E	Determination of Plastic Limit of Soils	$ Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$ Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$ Ea
Tex-108-E	Determination of Specific Gravity of Soils	$ Ea
Tex-110-E	Part I Sieves thru 40	$ Ea
	Part II Sieves thru 200	$ Ea
	Additional Sieves	$ Ea
Tex-111-E	Minus 200 Sieve Analysis	$ Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$ Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$ Ea
	Disturbed Soils and Base Materials (Part II)	$ Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$ Ea
Tex-128-E	Determination of Soil pH	$ Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$ Ea
	HOT MIX SECTION	
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$ Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$ Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$ Ea
Tex-203-F	Sand Equivalent Test	$ Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2014-004-12-11-SMA

Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness Index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

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. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

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 (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of 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 <u>must be presented</u> 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

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

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

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_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

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

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

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

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ 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 (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

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"
Scope of Services

PROJECT: On Call-**Professional Geotechnical & Construction Materials Testing Services ("on an as needed basis") within Hidalgo County Pct. No. 3**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **Hidalgo County Precinct No. 3** with **Geotechnical Engineering and Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering, Inc. will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering will provide **Hidalgo County Precinct No. 3** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No. 3.**
- Provide accurate and timely reports to **Hidalgo County Precinct No. 3** and all/other recipients as designated by the Precinct.

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services***

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services

Geotechnical Drilling Services

L&G Engineering will provide drilling services for **Hidalgo County Pct. No. 3.** Soil samples will be removed from the sample apparatus during drilling operations. One of our Geologists or Engineering Technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined Compressive Strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and

- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;

- Re-grading the site or portions of the site after drilling activities are completed;

- Site safety meetings that may be required; or

- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Pct. No. 3 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and

- Clearing the boring locations for underground utilities.

Hidalgo County Pct. No. 3 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

Schedule

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

Engineering Services

L&G Engineering will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering is prepared to make a commitment to **Hidalgo County Precinct No. 3** materials testing needs. L&G Engineering makes every effort to respond to its Clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L&G Engineering prefers to schedule field and laboratory work with as much advance notice as possible. L&G Engineering understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L&G Engineering will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

EXHIBIT "C"

LABORATORY'S RATES

EXHIBIT "C"
L&G ENGINEERING
CONSTRUCTION MATERIALS TESTING
LABORATORY RATES FOR FY 2014-2015

Soils Testing

		FY 2014	FY 2015
Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.40/Ea.	$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$52.37/Ea.	$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$52.58/Ea.	$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$78.48/Ea.	$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$65.49/Ea.	$66.47/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$65.49/Ea.	$66.47/Ea.
Lime Series Testing	Tex-112-E	$529.04/Ea.	$536.97/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$209.45/Ea.	$212.59/Ea.
Standard Proctor	ASTM D 698	$202.78/Ea.	$205.82/Ea.
Modified Proctor	ASTM D 1557	$209.36/Ea.	$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$23.56/Ea.	$23.91/Ea.
Determination of Soil pH	Tex-128-E	$85.12/Ea.	$86.40/Ea.
Soil-Lime Testing	Tex-121-E	$157.08/Ea.	$159.44/Ea.
Resistivity of Soils	Tex-129-E	$95.22/Ea.	$96.65/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$58.85/Ea.	$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$71.20/Ea.	$72.27/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	$13.11/Ea.	$13.31/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$229.11/Ea.	$232.55/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$45.81/Ea.	$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$71.91/Ea.	$72.99/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	$556.21/Ea.	$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$65.49/Ea.	$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$13.05/Ea.	$13.25/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**			
Sand Equivalent	ASTM D 2419 - Tex-203-F	$71.91/Ea.	$72.99/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$78.49/Ea.	$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$45.81/Ea.	$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.71/Ea.	$15.95/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$85.12/Ea.	$86.40/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	**$no charge**	**$no charge**
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.51/Ea.	$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	$26.17/Ea.	$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31	**$no charge**	
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.68/Ea.	$15.92/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	$11.83/Ea.	$12.00/Ea.
Casting of Grout Prisms	ASTM C 1019	**$no charge**	
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$32.74/Ea.	$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	**$no charge**	
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$32.00/Ea.	$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$228.98/Ea.	$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$228.98/Ea.	$232.41/Ea.
***(In Conjunction w/ Field Inspection)**			

Pavement Thickness / Asphalt Quality		**FY 2014**	**FY 2015**
Coring – ACP Thickness	ASTM D 3549	$65.49/Ea.	$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	$87.14/Ea.	$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$71.96/Ea.	$73.04/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$229.04Ea.	$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$39.27/Ea.	$39.86/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	$85.12/Ea.	$86.40/Ea.

Pavement Investigation	**FY 2014**	**FY 2015**
Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index	$490.72/Ea.	$498.08/Ea.

L&G Engineering provides Technical and Engineering services at the rates listed below.

Personnel:	Engineer (Principal)	$157.08/Hr.	$159.44/Hr.
	Engineering Specialist	$117.75/Hr.	$119.52/Hr.
	Technician (Soils)	$ 47.14/Hr.	$47.85/Hr.
	Technician (Concrete)	$ 60.18/Hr.	$61.08/Hr.
	Technician (Asphalt)	$ 60.18/Hr.	$61.08/Hr.

Engineering Review, Evaluation, Management & Administration		**FY 2014**	**FY 2015**
	Test Report	$ 23.24/Ea.	$23.59/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:	Mileage	.52/Mi.	.53/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become pas due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 1.5% annually.

EXHIBIT "C"
L&G ENGINEERING
GEOTECHNICAL ENGINEERING
LABORATORY RATES FOR FY 2014-2015

Geotechnical Field Services	**FY 2014**	**FY 2015**
Mobilization (Drill Rig and Crew)	$435.13/Day	$441.66/Day
Stand-By Time	$191.31/Hr.	$194.18/Hr.
Texas Cone Penetration Test (Tex-132)	$5.47/Ea.	$5.55/Ea.
Soil Boring / Solid Stem	$30.62/Lf	$31.08/Lf
Soil Boring / Hollow Stem	$30.62/Lf	$31.08/Lf
Soil Boring / Mud Rotary	$30.62/Lf	$31.08/LF
Mileage (Logger-Soil Tech)	.52/Mi.	.53/Mi.
Support Truck	$1.63/Mi.	$1.65/Mi.
Peizometer / Monitoring Well	By Quote	By Quote

Soil Classification Testing	**FY 2014**	**FY 2015**
Moisture Content Determination	$10.40/Ea.	$10.45/Ea.
Determination of Liquid Limit of Soils	$52.37/Ea.	$53.16/Ea.
Determination of Plastic Limit of Soils	$52.50/Ea.	$53.29/Ea.
Atterberg Limits of Soils	$78.48/Ea.	$79.66/Ea.
Bar Linear Shrinkage of Soils	$65.49/Ea.	$66.47/Ea.
Sieve Analysis		
Through #200 Sieve	$76.52/Ea.	$77.67/Ea.
Finer #200 Sieve	$65.49/Ea.	$66.47/Ea.
Unit Dry Weight	$28.42/Ea.	$28.85/Ea.
Specific Gravity	$76.94/Ea.	$78.09/Ea.
Hydrometer Analysis – w/Sieve Analysis	$94.35/Ea.	$95.76/Ea.

Strength / Volume Change Laboratory Testing	**FY 2014**	**FY 2015**
Unconfined Compression-Soil Shelby Tube Specimen	$49.21/Ea.	$49.95/Ea.
Unconfined Compression-Rock Core Specimen	$52.48/Ea.	$53.27/Ea.
Swell Test-Pressure Method	$273.30/Ea.	$277.40/Ea.
Swell Test-Free Swell	$153.05/Ea.	$155.35/Ea.
Consolidation Test	$513.80/Ea.	$521.51/Ea.
Hydraulic Conductivity	$382.61/Ea.	$388.35/Ea.

Personnel and Expenses	**FY 2014**	**FY 2015**
Engineer (Principal)	$157.08/Hr.	$159.44/Hr.
Engineer (Staff)	$157.08/Hr.	$159.44/Hr.
E.I.T(Engineer in Training)	$117.75/Hr.	$119.52/Hr.
Engineering Specialist	$117.75/Hr.	$119.52/Hr.
Technician (Soils)(Logger	$47.14/Hr.	$47.85Hr.
Technician (CADD)	$60.18/Hr.	$61.08/Hr.
Admin./Clerical/Report Reproduction	$46.44/Hr.	$47.14/Hr.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

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 **Commissioner's Court**, hereinafter called the "**Owner**," and, Millennium Engineer Group, Inc.., hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

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 services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached 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/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:

Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ **(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 or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 2009.

THE LABORATORY:
Millennium Engineer Group, Inc.

_____

By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Millennium Engineer Group, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ **2009** concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2014

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:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	
	INSURER B : Continental Casualty Insurance Co.	
	INSURER C : Gemini Insurance Company	
	INSURER D : Texas Mutual Insurance Company	
	INSURER E :	
	INSURER F :	
INSURED L&G Consulting Engineers, Inc. 2100 W. Expressway 83 Mercedes TX 78570		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			5095025836	07/19/2014	07/19/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
	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)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			5095026016	07/19/2014	07/19/2015	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TSF0001273119	07/23/2014	07/23/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-00	07/19/2014	07/19/2015	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Ref: Professional Engineering Services. Hidalgo County is named as additional insured on General Liability & Automobile and is provided with 30 days notice of cancellation and waiver of subrogation on General Liability, Automobile & Workers Compensation as required by written contract. Policies are primary/non-contributory when required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <CC>

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 7/21/2014

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 RUBY CASAS INSURANCE AGENCY 702 N Closner Blvd Edinburg, TX 78541	CONTACT NAME:		
	PHONE (A/C, No, Ext): (956) 383-8141	FAX (A/C, No):	
	E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: TRUCK INSURANCE EXCHANGE		21709
INSURED L&G CONSULTING ENGINEERS, INC 2100 W EXPRESSWAY 83 MERCEDES, TX 78570 956-565-9813	INSURER B: FARMERS INSURANCE EXCHANGE		21652
	INSURER C: MID CENTURY INSURANCE CO		21687
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS	Y	Y	605850941	07/19/2014	07/19/2015	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						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ON THE AUTOMOBILE INSURANCE AND IS PROVIDED WITH WAIVER OF SUBROGATION ON THE AUTOMOBILE INSURANCE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY 2802 S BUSINESS HWY 281 EDINBURG, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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RE: C-14-357-10-28-L&G Consulting Engineers

From : Steve Crain <scrain@atlashall.com> Thu, Oct 23, 2014 12:12 PM
Subject : RE: C-14-357-10-28-L&G Consulting Engineers
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, October 23, 2014 11:44 AM
To: Steve Crain
Subject: C-14-357-10-28-L&G Consulting Engineers

Mr. Crain:

Can you please review and approve 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

AI-47054 **Purchasing Department 22. H. 1.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Comm. J Palacios, HC Pct. #4 **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to award proposal received in the amount of $18,048.59 from Herrera and Hunt, Inc., awarded Job Order Contractor through County's participation with HCDE-Choice Facility Partners JOC contract No. JOC-09-040JC-07, for the project: Hidalgo County Precinct No. 4 -"Monument Sign for Precinct No. 4 Annex Building on "M" Road". (2014-157-MSS)

BACKGROUND

Purchase Order Requisition No.265577.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-125-0-439

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

BUDGETARY IMPACT:

Amount available for requisition# 265577 as of 10-23-14 $18,048.59 for HERRERA & HUNT, INC.

Attachments

Proposal from H&H -Monument Sing Pct 4 Annex Bld

RSMeans Proposal Price Verification

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/22/2014 04:11 PM
Budget & Management	Veronica Ortiz	10/23/2014 08:19 AM
Manuel Chapa	Manuel Chapa	10/23/2014 11:43 AM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Moises Salazar Started On: 10/20/2014

Final Approval Date: 10/24/2014

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE PARTNERS

JOC - 09-040JC-07

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 10/7/2014

Project: Pct. 4 "M" Rd. Building Monument & Gate Access

Location: 1124 N. "M" Rd., Edinburg, TX 78539

Project Summary: Construct a monument sign

Order Calculation Criteria: Commercial New Construction / Unit / Open Shop / McAllen / Year 2014 Qtr 3

Averages based on quantity and unit prices from RS Means			$ 20,745.50
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 18,048.59
Adjustments			$
			$
			$ 18,048.59
Permits & Fees			$
			$ 18,048.59
Architectural & Engineering Fees			$
			$ 18,048.59
	Sub Total		18,048.59
Payment Bond			$
			$
	Delivery Order Request Quote		$ 18,048.59

Gilbert Herrera 10/17/14

Gilbert Herrera Date

Herrera & Hunt, Inc. - Choice Partners Contract # 09-040JC-07

Hidalgo County
1124 N "M" Rd
Edinburg, TX, 78539
Date: 06-Oct-14

Pct 4 Monument Sign
Year 2014 Quarter 3
Unit Detail Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200260	Field personnel, superintendent, average	1.00	Week	$2,675.00	$2,675.00
Division 01 General Requirements Subtotal					**$2,675.00**
Division 04 Masonry					
042210143150	Concrete block, back-up, lightweight, tooled joint one side, 2000 psi, 8" x 8" x 16", includes mortar and horizontal joint reinforcing every other course, excludes scaffolding, vertical reinforcing and grout	112.00	S.F.	$6.69	$749.28
042210180180	Concrete block, column or pilaster, 2 piece unit, 2000 psi, 20" x 20", includes mortar, vertical reinforcing (4-#4 bars) and grout, excludes scaffolding and horizontal reinforcing	16.70	V.L.F.	$52.12	$870.40
042210320400	Concrete block, lintel, 2000 psi, 8" x 8" x 16", includes mortar, grout and 1-#4 horizontal reinforcing bar, excludes scaffolding and vertical reinforcing	40.00	L.F.	$8.88	$355.20
044310051000	Ashlar veneer, random or random rectangular, split or rock face, split joints, medium priced, 4" + or - thick	194.00	S.F.	$30.75	$5,965.50
047110100100	Simulated brick panels, urethane pieces cemented in mastic	24.00	S.F.	$11.49	$275.76
047210100300	Limestone coping, stock units, 12" wall, 4" thick, includes mortar, excludes scaffolding	24.00	L.F.	$22.70	$544.80
Division 04 Masonry Subtotal					**$8,760.94**
Division 09 Finishes					
092423400100	Stucco, 3 coats, on masonry construction, 1" thick, no mesh included	26.00	S.Y.	$23.09	$600.34
Division 09 Finishes Subtotal					**$600.34**
Division 10 Specialties					
101419102700	Signs, letters, acrylic on high density foam, 12" high x 2" deep	190.00	Ea.	$38.79	$7,370.10
Division 10 Specialties Subtotal					**$7,370.10**
Division 32 Exterior Improvements					

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
321416100012	Brick paving, without joints, (4.5 brick/SF), 4" x 8" x 1-1/2"	152.00	S.F.	$8.81	$1,339.12
Division 32 Exterior Improvements Subtotal					**$1,339.12**
Subtotal					**$20,745.50**
General Contractor's Markup on Subs			**0.00%**		**$0.00**
Subtotal					**$20,745.50**
General Conditions			**0.00%**		**$0.00**
Subtotal					**$20,745.50**
General Contractor's Overhead and Profit			**0.00%**		**$0.00**
Grand Total					**$20,745.50**

HIDALGO COUNTY PRECINCT NO. 4

JUMENT SIGN FOR PCT 4 ANNEX BLDG ON "M" RD
Edinburg, TX, 78539

Date: 17-Oct-14

HIDALGO COUNTY PRECINCT NO 4
Year 2014 Quarter 3
Unit Detail Report

Prepared By:
Purchasing Department
Hidalgo County

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200260	Field personnel, superintendent, average	1.00	Week	$2,675.00	$2,675.00
Division 01 General Requirements Subtotal					**$2,675.00**
Division 04 Masonry					
042210143150	Concrete block, back-up, lightweight, tooled joint one side, 2000 psi, 8" x 8" x 16", includes mortar and horizontal joint reinforcing every other course, excludes scaffolding, vertical reinforcing and grout	112.00	S.F.	$6.69	$749.28
042210180180	Concrete block, column or pilaster, 2 piece unit, 2000 psi, 20" x 20", includes mortar, vertical reinforcing (4-#4 bars) and grout, excludes scaffolding and horizontal reinforcing	16.70	V.L.F.	$52.12	$870.40
042210320400	Concrete block, lintel, 2000 psi, 8" x 8" x 16", includes mortar, grout and 1-#4 horizontal reinforcing bar, excludes scaffolding and vertical reinforcing	40.00	L.F.	$8.88	$355.20
044310051000	Ashlar veneer, random or random rectangular, split or rock face, split joints, medium priced, 4" + or - thick	194.00	S.F.	$30.75	$5,965.50
047110100100	Simulated brick panels, urethane pieces cemented in mastic	24.00	S.F.	$11.49	$275.76
047210100300	Limestone coping, stock units, 12" wall, 4" thick, includes mortar, excludes scaffolding	24.00	L.F.	$22.70	$544.80
Division 04 Masonry Subtotal					**$8,760.94**
Division 09 Finishes					
092423400100	Stucco, 3 coats, on masonry construction, 1" thick, no mesh included	26.00	S.Y.	$23.09	$600.34
Division 09 Finishes Subtotal					**$600.34**
Division 10 Specialties					
101419102700	Signs, letters, acrylic on high density foam, 12" high x 2" deep	190.00	Ea.	$38.79	$7,370.10
Division 10 Specialties Subtotal					**$7,370.10**
Division 32 Exterior Improvements					

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
321416100012	Brick paving, without joints, (4.5 brick/SF), 4" x 8" x 1-1/2"	152.00	S.F.	$8.81	$1,339.12
Division 32 Exterior Improvements Subtotal					**$1,339.12**
Subtotal					**$20,745.50**
General Contractor's Markup on Subs			**0.00%**		**$0.00**
Subtotal					**$20,745.50**
General Conditions			**0.00%**		**$0.00**
Subtotal					**$20,745.50**
General Contractor's Overhead and Profit			**0.00%**		**$0.00**
Grand Total					**$20,745.50**

HIDALGO COUNTY PRECINCT NO. 4
NUMENT SIGN FOR PCT 4 ANNEX BLDG ON "M" RD
Edinburg, TX, 78539
Date: 17-Oct-14

HIDALGO COUNTY PRECINCT NO 4
Year 2014 Quarter 3
Unit Summary Report

Prepared By:
Purchasing Department
Hidalgo County

Division Description			Total
Division 01	General Requirements		$2,675.00
Division 04	Masonry		$8,760.94
Division 09	Finishes		$600.34
Division 10	Specialties		$7,370.10
Division 32	Exterior Improvements		$1,339.12
Subtotal			$20,745.50
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			$20,745.50
General Conditions		0.00%	$0.00
Subtotal			$20,745.50
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			$20,745.50

AI-46950 **Purchasing Department** **22. H. 2.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Comm. J Palacios, HC Pct. #4 **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for HCCC to award of sole responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements including contract for Request for Bid titled Hidalgo County Precinct No. 4 - "Hauling Services for all Road Material (excluding Hot Mix) through project No.: 2014-322-09-24-SGS.

BACKGROUND

1. Contract will commence: November 30, 2014
2. Contract document was review and approved by Legal Counsel as to form.
3. Project will be on an "as needed basis"

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Pct 4 $ 1,072.55 as of 10/24/14
On an "as needed basis"

Attachments

Contract

legal's approval

Recommendation, tab, participation & clarification

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/21/2014 09:59 AM
Budget & Management	Veronica Ortiz	10/22/2014 08:43 AM
Manuel Chapa	Manuel Chapa	10/24/2014 04:35 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Sandy Suarez Started On: 10/10/2014 10:39 AM

Final Approval Date: 10/24/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-322-10-28

THIS CONTRACT is made and entered into this **28th** day of **October, 2014** by and between the **County of Hidalgo, Texas** ("County") and **Roy's Hauling Service, Inc.** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for **"Hauling Services of All Road Materials (Excluding Hot Mix)" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Precinct No. 4**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **November 30, 2014** and expiring on **November 29, 2015** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

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

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

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

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

If to County: County of Hidalgo
Attn: County Judge
302 West University Drive

Edinburg, Texas 78539

If to Company: Roy's Hauling Service
Roy Balderas, Owner
P. O. Box 1896
Edinburg, Texas 78540

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ___day of _____, 2014.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:
ROY'S HAULING SERVICE, INC.

By:_____
Printed Name: Roy Balderas
Title: Vice President

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 08, 2014

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 4**
Request for Bids -***"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"***
Bid No: 2014-322-09-24-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

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

REQUEST FOR BID (RFB)

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HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
RFB NO: 2014-322-09-24-SGS

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2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	5
4.	Exhibit B, Bid Page	2
5.	Exhibit B-1 & B2 Vehicle and Driver Information	2
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7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
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9.	Certification Regarding Debarment	1
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The above mentioned items shall be found in the Request for Bids (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

September 08, 2014
Date

Bid No: 2014-322-09-24	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS
LEGAL NOTICE

HIDALGO COUNTY PRECINCT NO. 4

"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"

BID OPENING DATE: September 24, 2014 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX) "**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2014-322-00-00-SGS- HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS(EXCLUDING HOT-MIX)"**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 24, 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 No. 2014-322-09-24-SGS- HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (vendor pays all shipping cost an remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

    . No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"** 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 Precinct No. 4
Veronica Lopez, Budget Analysis II
1051 N.Doolittle Rd.
Edinburg, TX. 78539
(956)383-3112

17. Schedule of Events:

Bid Opening, 9:30 AM	**SEPTEMBER 24, 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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
For

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO.: 2014-322-09-24-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY PRECINCT No. 4

"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT MIX)"

Bid No. 2014-322-09-24-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of hauling and delivery of various road materials from awarded vendor pits identified herein to sites situated and located within Hidalgo County Precinct No. 4. **This bid excludes hauling of Hot-Mix.** All hauling services will be on an "**As Needed Basis**" by the Precinct. The County reserves the right to utilize its own trucks and drivers at the discretion of Precinct No. 4; throughout the duration of the contract.

Specifications/Requirements:

The specifications/requirements goods contract will encompass hauling of all road materials from awarded vendor pits identified herein to sites situated and located within Hidalgo County Precinct No. 4, in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

1. All hauling and delivery of road material will be on an "**As Needed Basis**" only. There is no guaranteed annual volume.

2. Road material will be hauled from awarded vendor's "pit" locations.

3. Hidalgo County Precinct No. 4 is requesting a minimum of seven (7) hauling trailers and three (3) to five (5) hauling tandem trucks, to be available. Including five (5) trucks to be vendor owned.

4. The bidder must provide proof of ownership (copy of titles) and must furnish proof of possessing all necessary licenses and hauling permits.

5. Attached you will find a request for Truck and driver information in **EXHIBIT "B", ATTACHEMENTS B-1 & B-2, Copies of the mentioned documentations must be submitted with your bid packet.**

6. Trucks should be available at the discretion of Precinct No. 4 and will be on an "As Needed Basis".

7. Trucks must have a capacity of carrying a minimum of twenty-two (22) tons per load.

8. The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT's regulations and requirements.

9. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

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

11. Bid will be based on low bid per ton basis as listed on bid page form.

Road Materials to be hauled:

- Crushed Caliche
- Pit-Run Caliche

Locations of current pits and plants are as followed:

Listed vendors are subject to be changed upon material contract expiration.

A. Crushed Caliche:

Vendor	Pit	Location
1. Martin Marietta Materials	**Jericho Pit**	From Intersection FM 1017 and FM 3250- go 2 mi. So. on 3250 -Linn, TX.
2. Frontera Materials	**490 Pit**	4.5 mi E of US 281 to FM 490 go W. approx. 6 mi. to pit.
	Reavis Pit	Approx. 4 mi N. of US 83 on FM 2221 go S. approx. 4 mi to pit- La Joya, TX

B. Pit- Run Caliche:

Vendor	Pit	Location
1. Roy's Hauling Service, Inc.	**Big 5 Pit**	4 miles N. of FM 1925 on Bid 5 Road
2. Roy's Hauling Service, Inc.	**Pit 3-San Manuel**	3 miles W. of US 281 on FM 1017 to FM 3250 go 1 mi So on FM 3250, pit located on West side.

TERMS AND CONDITIONS:

1.) The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions. Hidalgo County reserves the right to award the bid to ONE or to MULTIPLE bidders if the County determines it is in its best interest to do so.

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

3.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

5.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the 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 of such item.

6.) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

7.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Terminated by County with thirty (30) days written notice.

8.) **Insurance requirements for this project to be maintained through out the contract term** (refer to Exhibit "C" for limits).

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

10.) 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 at no cost to the County.

11.) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

14) **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, September 17, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, September 19, 2014 by 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY PRECINCT 4
"HAULING SERVICES EXCLUDING HOT-MIX"
BID NO.: 2014-322-09-24-SGS

BID PAGE

PART 1:
AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

EXAMPLE:		**$3.00**	**25%**	**.75**
Plant Location/ Road Materials		Total Cost Per Ton	Fuel Costs Percentae Per Ton	Current Base Fuel Cost
Frontera Material, Inc. Crushed Caliche	**490 Pit** Approx 4 mi N. of US 83 on	$	%	$
	Reavis Pit FM2221 La Joya, TX.	$	%	$
Roy's Hauling Service- Pit-Run Caliche	**Big Pit 3-** 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 –(on West side)	$	%	$
	Big Pit 5- 4 mi N. of FM 1925 on Big 5 Rd.	$	%	$

PART II.
BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.4 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **September 19, 2014**. For each 10% (increase or decrease) in the OPIS Index of **September 19, 2014** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99). **Please include copy of OPIS, dated September 19, 2014.**

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 4 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 4 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be included in Bid Packet)

EXHIBIT "B-1"

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
RFB NO.: 2014-322-09-24-SGS

Hidalgo County Precinct No. 4 is requesting the following information for the available hauling trucks to be utilized for this project. Please fill out each section completely. All trucks shall be covered under the insurance requirements as set forth in Exhibit "C" of this document and under the same terms and conditions. Insurance must be maintained throughout the term of the contract. ***INCOMPLETE*** *submittals shall be considered a probable cause for disqualification.* ***For vendor owned vehicles- copies of Titles must be included.***

VEHICLE INFORMATION

Vehicle Year/Make / Model	Vehicle Identification Number	License Plate Number	Unit No.	Vehicle Capacity- Per Load	Vehicle Owned/Or Leased
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
TANDEM TRUCKS					
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

Must be included with Bid Packet

EXHIBIT "B-2"

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
RFB NO.: 2014-322-09-24-SGS

DRIVER'S INFORMATION

DRIVER'S LISTED BELOW MUST PROVIDE A COPY OF THEIR CERTIFIED DRIVER'S LICENSE NO. WITH THIS BID

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NUMBER	TRUCK/UNIT NUMBER
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

Must be included with Bid Packet

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

VENDOR’S BID PRICE

OPENED
9/24/14
9:40am
Witnessed

EXHIBIT "B"
HIDALGO COUNTY PRECINCT 4
"HAULING SERVICES EXCLUDING HOT-MIX"
BID NO.: 2014-322-09-24-SGS

BID PAGE

PART 1:
AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

EXAMPLE:		$3.00	25%	.75
Plant Location/ Road Materials		Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current Base Fuel Cost
Frontera Material, Inc. Crushed Caliche	490 Pit Approx 4 mi N. of US 83 on	$ 4.50	% 75	$ 3.38
	Reavis Pit FM2221 La Joya, TX.	$ 7.00	% 75	$ 5.25
Roy's Hauling Service- Pit-Run Caliche	Big Pit 3- 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 -(on West side)	$ 4.50	% 75	$ 3.38
	Big Pit 5- 4 mi N. of FM 1925 on Big 5 Rd.	$ 4.50	% 75	$ 3.38
Frontera Materials:FM 490 - Pitrun Caliche		5.50	75	4.13

PART II.

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.4 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for **September 19, 2014**. For each 10% (increase or decrease) in the OPIS Index of **September 19, 2014** during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99). **Please include copy of OPIS, dated September 19, 2014.**

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 4 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 4 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME: ROY'S HAULING SERVICE, INC.

ADDRESS: P.O. BOX 1896

CITY/STATE/ZIP CODE: EDINBURG, TEXAS 78540

PHONE & FAX NUMBER: 956.383.2206

E-MAIL ADDRESS: ROYSHAULINGINC@AOL.COM

CELLULAR NUMBER:

AUTHORIZED SIGNATURE: Ray Balderas

PRINTED NAME: ROY BALDERAS JR.

TITLE: VICE-PRESIDENT

DATE: 09/23/2014

(Must be included in Bid Packet)

EXHIBIT “C”

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/22/2014

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
South Texas Solutions (956)343-2206
P.O. Box 1415
Edinburg, Texas 78540

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Roy's Hauling Service
P.O. Box 1895
Edinburg, Texas 78540

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	GENERAL LIABILITY			JOIDX-S	04/21/2014	04/21/2015	EACH OCCURRENCE	$ 1,000,000.00
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ 5,000.00
							PERSONAL & ADV INJURY	$ 1,000,000.00
							GENERAL AGGREGATE	$2,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000.00
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2502 S. BUSINESS 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/10/2014

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
Willis of Texas, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME:
PHONE (A/C, No, Ext): 1-877-945-7378
FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Praetorian Insurance Company	37257
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Roy's Hauling Service, Inc.
P O BOX 1896
Edinburg, TX 78539

COVERAGES **CERTIFICATE NUMBER:** W563380 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS			PICTX0002828	08/20/2014	08/20/2015	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	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1998 INTERNATIONAL #044857, 2000 INTERNATIONAL #037950, 1985 INTERNATIONAL #A13732, 2000 PETERBILT #483207, 2012 CPS #000639, 2012 CPS #000638

2000 PETERBILT #483173, 2006 PETERBILT #639700, 2006 PETERBILT 639702, 2000 PETERBILT #483206, 2000 PETERBILT #483178

CERTIFICATE HOLDER

County of Hidalgo
2802 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brian E. Lewis

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SR ID:7042573 BATCH:Batch #: 84372

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/15/2014

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: KRISTINA BALDERAS
SOUTH TEXAS SOLUTIONS P.O. BOX 1415 EDINBURG, TEXAS 78540	PHONE (A/C, No, Ext): 956.343.2206 FAX (A/C, No): E-MAIL ADDRESS: SOUTHTEXASSOLUTIONS@AOL.COM
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : TEXAS MUTUAL INSURANCE COMPANY
INSURED ROY'S HAULING SERVICE, INC. P.O. BOX 1896 EDINBURG, TEXAS 78540	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 Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TSF-0001275809	08/31/2014	08/31/2015	WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
COUNTY OF HIDALGO 2802 S. BUSINESS HIGHWAY 281 EDINBURG, TEXAS 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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

RE: Review & Approve Contract # C-14-322-10-28-Roy's Hauling Service, Inc.--Hauling of All Road Materials (Excluding Hot Mix)-Pct 4

From : Steve Crain <scrain@atlashall.com> Thu, Oct 16, 2014 07:28 AM

Subject : RE: Review & Approve Contract # C-14-322-10-28-Roy's Hauling Service, Inc.--Hauling of All Road Materials (Excluding Hot Mix)-Pct 4 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, October 15, 2014 5:36 PM
To: Steve Crain; Marynel Trevino
Cc: Sandy Suarez; Darlene H. Betancourt
Subject: Review & Approve Contract # C-14-322-10-28-Roy's Hauling Service, Inc.--Hauling of All Road Materials (Excluding Hot Mix)-Pct 4

Good afternoon, Mr. Crain-

Please review and approve as to form (attached hereto) contract **#C-14-322-10-28-Roy's Hauling Service, Inc.** for the purposes of: **Hauling of ALL Road Materials (Excluding Hot Mix)** for **Precinct 4**.

*****Note: will be placing for award of bid/contract on the next CC agenda of 10/28/14.***

Please advice.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539

P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

…DON'T WORRY…BE HAPPY…

---

image001.gif
345 B

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

MEMORANDUM

TO: Commissioner Joseph Palacios,
Hidalgo County Precinct No. 4

ATTN: Marcos Lopez, Chief Administrator,
Gloria Beltran, Executive Assistant
Veronica Lopez, Budget Analysis II

CC: SS

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: September 30, 2014

RE: **Memorandum of Recommendation/Concurrence regarding.**
RFB No.: -2014-322-09-28-SGS-Hidalgo County Precinct No. 4- "Hauling Services for all Road Materials (Excluding Hot Mix)"

vía email: marcos.lopez@co.hidalgo.tx.us
vía email: gloria.beltran@co.hidalgo.tx.us
vía email: verónica.lopez@co.hidalgo.tx.us

We have received **one (1) response** to the above reference project. Enclosed you will find a copy of the tabulation sheet along with Exhibit "B"- Bid page for your review and Recommendation/Concurrence.

We would like to present your Recommendation/Concurrence to Commissioner's Count; therefore, we need your response by no later **than October 06 , 2014 @ 10:00 a.m.** to be able to present it to Commissioner's Court

Please indicate your Recommendation/Concurrence and any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

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.

AWARD TO VENDOR(S):	RECOMMENDATION/CONCURRENCE (Basis) (e.g. lowest bidder, met specification/requirements etc)
1. Roys Hauling Services, Inc	only Bid.
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 4-1200-431-00-124-007-0-731

	Roman Rodriguez	Paula Bridge	10/13/14
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4

BID OPENING DATE: September 24, 2014	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Hauling Services For all Road Materials (Excluding Hot-Mix)"

BID NO: 2014-322-09-24-SGS	**BUYER: Sandy Suarez**

PARTICIPANT SOLE-BIDDER	Total Cost Per Ton	Fuel Costs Percentage Per Ton	Current/Base Fuel Cost	CURRENT PIT LOCATIONS / NAME OF COMPANY	
EXAMPLE	**3.00**	**25%**	**.75**		
Roy's Hauling Services, Inc.	**4.50**	**75%**	**3.38**	**490 Pit** 4.5 mi W. of US 281 on 490	Frontera Materials- **Crushed Caliche**
	7.00	**75%**	**5.25**	**Reavis Pit-** Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	
	4.50	**75%**	**3.38**	**Big Pit 3-** 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 –(on West side)	Roy's Hauling Service- **Pit-Run Caliche**
	4.50	**75%**	**3.38**	**Big Pit 5-** 4 mi N. of FM 1925 on Big 5 Rd.	
	5.50	**75%**	**4.13**	**490 PIT** **FM 490**	**FRONTERA Material** **Pit-Run** **Effective - 11/18/14**

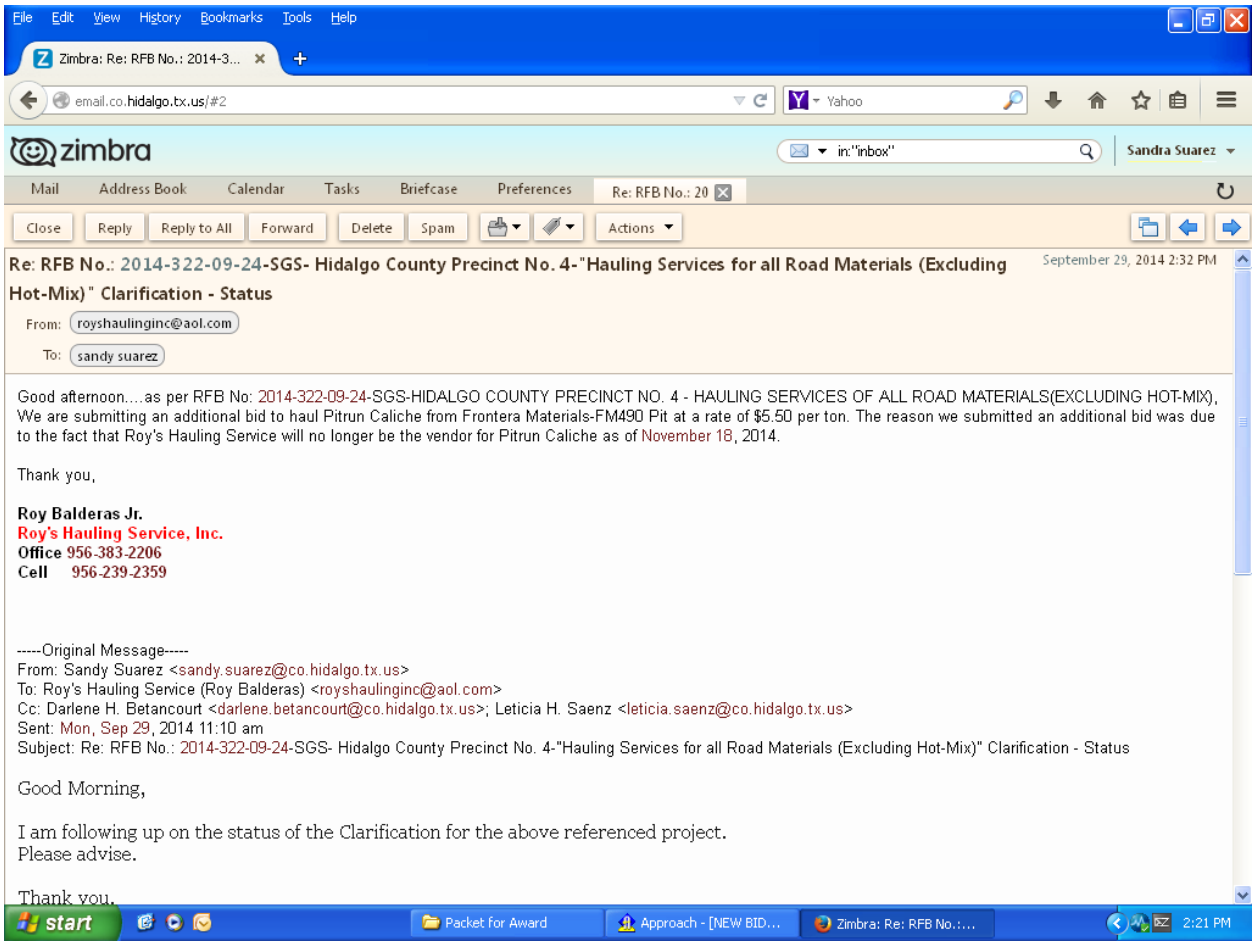
HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: September 08, 2014 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PRECINCT NO. 4 –HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO: 2014-322-09-24-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. Ortiz Dump Truck Service Attn: Arturo Ortiz	E-mail	Sandy Suarez	09/08/14	906 Princeton Mission, TX. 78572 P# 956-321-5015 F#956-424-6359 superslick4949@aol.com
2. Roy's Hauling Service, Inc. Attn: Roy Balderas, Jr. or Christina Balderas	E-mail	Sandy Suarez	09/08/14	P.O. Box 1896 Edinburg, TX. 78540 P# 956-383-2206 F# 956-383-2569 royshaulinginc@aol.com
3. R. Quintanilla Trucking	E-mail	Sandy Suarez	09/08/14	3247 N. Sharp Rd. Edinburg, TX. 78541 P# 956-343-6590 rquintanilla75@yahoo.com
4. Davila Express Attn: Mr. Davila	E-mail	Sandy Suarez	09/08/14	5305 Plumeria Circle San Juan, TX. 78589 P# 956-867-6038 luzd12003@yahoo.com
5. Southern Star Transport By Frontera Materials Att: Barry Ehlinger	E-mail	Sandy Suarez	09/08/14	P.O. Box 1086 Weslaco, TX. 78596 (956)- 607-5965 bmefrontera@aol.com
6. Jeanna Villa	E-mail	Sandy Suarez	09/08/14	jeanna.villa@gmail.com
7. La Med Attn: Edward	E-mail	Sandy Suarez	09/08/14	[lamedfm@hotmail.com]
8. TVS Trucking & OilField Serv, LLC Iris Cortez	E-mail	Sandy Suarez	09/08/14	3225 Sugar Rd. Pharr, TX. 78577 956-961-4303 F 956-4185 C 956-309-5104 tvsicortez@htomail.com stntransport@hotmail.com
9. Prime Vendor, Inc	E-mail	Sandy Suarez	09/08/14	4622 Cedar Ave. Wilington, NC 28403 P 800-746-9554 F 800-746-8307 Bids20@prime-vendor.com

10. CADCon Corp. Juan F. Celis	E-mail	Sandy Suarez	09/10/14	956-590-3102 juanfcelis@gmail.com

VIA:
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)



File Edit View History Bookmarks Tools Help

Zimbra: Re: RFB No.: 2014-3...

email.co.hidalgo.tx.us/#2

Yahoo

zimbra

in:"inbox"

Sandra Suarez

Mail | Address Book | Calendar | Tasks | Briefcase | Preferences | Re: RFB No.: 20

Close | Reply | Reply to All | Forward | Delete | Spam | Actions

Re: RFB No.: 2014-322-09-24-SGS- Hidalgo County Precinct No. 4-"Hauling Services for all Road Materials (Excluding Hot-Mix)" Clarification - Status

September 29, 2014 2:32 PM

From: royshaulinginc@aol.com

To: sandy suarez

Good afternoon....as per RFB No: 2014-322-09-24-SGS-HIDALGO COUNTY PRECINCT NO. 4 - HAULING SERVICES OF ALL ROAD MATERIALS(EXCLUDING HOT-MIX), We are submitting an additional bid to haul Pitrun Caliche from Frontera Materials-FM490 Pit at a rate of $5.50 per ton. The reason we submitted an additional bid was due to the fact that Roy's Hauling Service will no longer be the vendor for Pitrun Caliche as of November 18, 2014.

Thank you,

Roy Balderas Jr.
Roy's Hauling Service, Inc.
Office 956-383-2206
Cell 956-239-2359

-----Original Message-----
From: Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>
To: Roy's Hauling Service (Roy Balderas) <royshaulinginc@aol.com>
Cc: Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>; Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>
Sent: Mon, Sep 29, 2014 11:10 am
Subject: Re: RFB No.: 2014-322-09-24-SGS- Hidalgo County Precinct No. 4-"Hauling Services for all Road Materials (Excluding Hot-Mix)" Clarification - Status

Good Morning,

I am following up on the status of the Clarification for the above referenced project.
Please advise.

Thank you.

start | Packet for Award | Approach - [NEW BID... | Zimbra: Re: RFB No.:... | 2:21 PM

AI-47113 **Purchasing Department** **22. H. 3.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Martha L. Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval of Amendment No.1 to Professional Services Agreement #C-14-330-09-09 with L&G CONSULTING ENGINEERS INC. d/b/a L&G ENGINEERING (to replace Exhibit C-Construction Material Testing Laboratory Rates for FY 2014-2015) for the purposes of "on call" "Geo Technical and Construction Material Testing Services for projects located in Hidalgo County Precinct No. 4.

B. Acceptance and approval of Amendment No. 1 to WA#1 (correction to Attachment C-Work Schedule & D-Cost Proposal with cost remaining the same) in connection to Agreement (C-13-188-02-11) with TEDSI INFRASTRUCTURE GROUP, INC. for the purposes of "professional engineering services" for Reconstruction of Mon Mack Rd from (Mi 11 N. Rd N. for 0.4 Mi) located in Hidalgo County Precinct No. 4.

C. Acceptance and approval of Amendment No. 1 to WA#1 (correction to Attachment C-Work Schedule & D-Cost Proposal with cost remaining the same) in connection to Agreement (C-13-189-02-11) with TEDSI INFRASTRUCTURE GROUP, INC. for the purposes of "professional engineering services" for Reconstruction of Roosevelt Rd. from the junction with Owassa Rd. to FM 1423 (Valverde Rd.) located in Hidalgo County Precinct No. 4.

BACKGROUND

Amendment-L&G-(on call) Geo Tech & CMT-(Exh C)-Pct 4
Amendment to WA1-TEDSI-Mon Mack Rd-(Exh C&D) Pct 4
Amendment to WA1-TEDSI-Roosevelt Rd-(Exh C&D) Pct 4

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Funding will be appropriated as needed.

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-431-00-124-144-0-731

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

BUDGETARY IMPACT:

Funds available as of 10/24/14.
No fiscal impact.

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-431-00-124-143-0-731

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

BUDGETARY IMPACT:

Funds available as of 10/24/14.
No fiscal impact.

Attachments

Amendment#1 to Prof Eng Svcs Agreement# C-13-330-09-09-L&G Eng (Exh C)
legals approval of amendment
Amendment to WA1-TEDSI-(Mon Mack)-Pct 4
Amendment to WA1-TEDSI-(Roosevelt)-Pct4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/24/2014 01:44 PM
Budget & Management	Veronica Ortiz	10/24/2014 03:39 PM
Glinda Pacheco	Glinda Pacheco	10/24/2014 05:19 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Letty Saenz Started On: 10/22/2014 05:26 PM

Final Approval Date: 10/24/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDEDMENT to
PROFESSIONAL SERVICES AGREEMENT
C-14-330-09-09

This **AMENDMENT** to **PROFESSIONAL SERVICES AGREEMENT** between **THE COUNTY OF HIDALGO, TEXAS** and **L & G ENGINEERING**, a Texas Corporation, effective the **28TH** day of **OCTOBER**, **2014,** is made between the parties, as follows:

WHEREAS, on September 9, 2014, Hidalgo County (the "Owner") entered into a Professional Services Agreement (the "Agreement") with **L&G Engineering** (the "Engineer"), in which the Engineer would provide "Engineering Services" for **"Geo Technical** and **Construction Material Services" (on an as needed basis)** for projects located within **Hidalgo County Precinct No. 4** as described in the Agreement;

WHEREAS, Exhibit C- "Construction Material Testing Laboratory Rates for FY 2014-2015" is amended to reflect correct testing codes and Engineer and County now desires to amend the Professional Services Agreement to accept the revised Exhibit C as amended to the agreement;

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

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Surveyor hereby agree to the following amendment to the Contract:

1. Exhibit C- "Construction Material Testing Laboratory Rates for FY 2014-2015" is hereby deleted in its entirety and is replaced with by the amended Exhibit C attached hereto as Exhibit A;

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Surveyor and Owner ratify and confirm the terms and provisions of the Agreement as amended.

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

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

L & G CONSULTING ENGINEERS, INC.
d/b/a **L & G ENGINEERING**

By: _____

Printed Name: Jacinto Garza

Title: PE / President

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

Exhibit A

L&G Engineering
Consulting Engineers

EXHIBIT "C"
L&G ENGINEERING
CONSTRUCTION MATERIALS TESTING
LABORATORY RATES FOR FY 2014-2015

Soils Testing

		FY 2014	FY 2015
Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.40/Ea.	$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$52.37/Ea.	$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$52.58/Ea.	$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$78.48/Ea.	$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$65.49/Ea.	$66.47/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$65.49/Ea.	$66.47/Ea.
Lime Series Testing	Tex-112-E	$529.04/Ea.	$536.97/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$209.45/Ea.	$212.59/Ea.
Standard Proctor	ASTM D 698	$202.78/Ea.	$205.82/Ea.
Modified Proctor	ASTM D 1557	$209.36/Ea.	$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 2922 - Tex-115-E	$23.56/Ea.	$23.91/Ea.
Determination of Soil pH	Tex-128-E	$85.12/Ea.	$86.40/Ea.
Soil-Lime Testing	Tex-121-E	$157.08/Ea.	$159.44/Ea.
Resistivity of Soils	Tex-129-E	$95.22/Ea.	$96.65/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-110-E	$58.85/Ea.	$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-110-E	$71.20/Ea.	$72.27/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-110-E	$13.11/Ea.	$13.31/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$229.11/Ea.	$232.55/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$45.81/Ea.	$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$71.91/Ea.	$72.99/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	$556.21/Ea.	$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$65.49/Ea.	$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$13.05/Ea.	$13.25/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**			
Sand Equivalent	ASTM D 2419 - Tex-203-F	$71.91/Ea.	$72.99/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$78.49/Ea.	$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$45.81/Ea.	$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.71/Ea.	$15.95/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$85.12/Ea.	$86.40/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	**$no charge**	**$no charge**
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.51/Ea.	$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	$26.17/Ea.	$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31	**$no charge**	
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.68/Ea.	$15.92/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	$11.83/Ea.	$12.00/Ea.
Casting of Grout Prisms	ASTM C 1019	**$no charge**	
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$32.74/Ea.	$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	**$no charge**	
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$32.00/Ea.	$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$228.98/Ea.	$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$228.98/Ea.	$232.41/Ea.
***(In Conjunction w/ Field Inspection)**			

Pavement Thickness / Asphalt Quality		**FY 2014**	**FY 2015**
Coring – ACP Thickness	ASTM D 3549	$65.49/Ea.	$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	$87.14/Ea.	$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$71.96/Ea.	$73.04/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$229.04Ea.	$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$39.27/Ea.	$39.86/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	$85.12/Ea.	$86.40/Ea.

Pavement Investigation	**FY 2014**	**FY 2015**
Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index	$490.72/Ea.	$498.08/Ea.

L&G Engineering provides Technical and Engineering services at the rates listed below.

Personnel:	Engineer (Principal)	$157.08/Hr.	$159.44/Hr.
	Engineering Specialist	$117.75/Hr.	$119.52/Hr.
	Technician (Soils)	$ 47.14/Hr.	$47.85/Hr.
	Technician (Concrete)	$ 60.18/Hr.	$61.08/Hr.
	Technician (Asphalt)	$ 60.18/Hr.	$61.08/Hr.

Engineering Review, Evaluation, Management & Administration		**FY 2014**	**FY 2015**
	Test Report	$ 23.24/Ea.	$23.59/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:	Mileage	.52/Mi.	.53/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become pas due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 1.5% annually.

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

RE: Amendment to Prof Svcs Agreement #C-14-330-08-25 (Exh C)

From : Steve Crain <scrain@atlashall.com> Thu, Oct 23, 2014 10:23 AM

Subject : RE: Amendment to Prof Svcs Agreement #C-14-330-08-25 (Exh C) 2 attachments

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Good to go.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, October 23, 2014 9:32 AM
To: Marynel Trevino; Steve Crain
Subject: Re: Amendment to Prof Svcs Agreement #C-14-330-08-25 (Exh C)

Good morning, Ms. Marynel / Mr. Crain-

Attached, please find Amendment with revisions as recommended.

Please advise.

Thanks and Have a beautiful and Blessed day…

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

L …DON'T WORRY…BE HAPPY… L

From: "Marynel Trevino" <mntrevino@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Thursday, October 23, 2014 8:17:18 AM
Subject: RE: Amendment to Prof Svcs Agreement #C-14-330-08-25 (Exh C)

Good Morning Ms. Letty:

See the attached pdf doc with Mr. Crain's proposed changes. If you have any questions, please call our office.

Have a Blessed Day!
Marynel

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, October 22, 2014 5:20 PM
To: Steve Crain; Marynel Trevino
Cc: Martha Salazar; Darlene H. Betancourt
Subject: Amendment to Prof Svcs Agreement #C-14-330-08-25 (Exh C)

Good afternoon, Mr. Crain-

Please review and approve **"Amendment"** to **Exhibit C** of **Professional Services Agreement #C-14-330-08-25** (attached hereto) in connection to **"on call" "Geo Technical and Construction Material Services"** for **Hidalgo County Precinct 4.** It is to delete Exhibit C in its entirety and replace, due to revisions to certain testing codes.

Please advise as I will be placing on next weeks CC agenda for final approval.

Thank you.

Leticia H. Saenz, CPPB / Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Pro essiona En ineerin Ser ices
Contract # C-13-188-02-11
Wor Aut ori ation Form

AMENDMENT #1 to
WOR AUTHORI ATION NO. 1

THIS WOR AUTHORI ATION 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 **Commissioner s Court**, hereinafter called the "**O ner**," and, **TEDSI INFRASTRUCTURE GROUP, INC.**, professional engineers of Mission, Texas, hereinafter called "**En ineer**".

PART 1. SCOPE OF WOR

The purpose of this Amendment is to Delete existing Attachment "C" and Attachment "D" in its entirety and insert in lieu thereof attached Attachment "C" and Attachment "D" where fees remained the same.

The scope of services to be provided by the **O ner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner***.

The scope of services to be provided by the **En ineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer***.

PART 2. ESTIMATED COST

The estimated cost for services under this **Wor Aut ori ation** remains at **$ 25,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposa** attached hereto as **ATTACHMENT D .**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Artic e**/Part/Section **6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. 4-1303-431-00-124-144-0-731
Requisition Number 00251597 **(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 **A reement**.

PART 7. AC NOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hida o County Precinct #4,** Commissioner Joseph Palacios as to content and detail of this **Amendment 1 to Wor Aut ori ation No. 1**.

HIDALGO COUNTY PRECINCT No. 4

BY: _____
Hon. Josep Pa acios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____**, 2014**.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP
CONSULTING ENGINEERS

By: _____
Jesse Sa inas, Principa

THE OWNER:
HIDALGO COUNTY

By: _____
Ramon Garcia, County Jud e

ATTEST:

By: _____
Arturo Gua ardo, Jr., County C er

LIST OF ATTACHMENTS

ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "C"

Work Schedule

Mon Mack Rd - Mile 11N Rd north for 0.4 miles

Task	Months from Notice to Proceed										
	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15
Field Survey	Waiting for SA 1 to Agreement to Add surveyor subconsultant										
Engineering Design											
Construction Support											

ATTACHMENT "D"
Cost Proposal
Mon Mack Rd - Mile 11N Rd north for 0.4 miles

TASK DESCRIPTION	Principal	Project Manager	Senior Structural Engineer	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Engineering Tech	Engineer Tech	CADD Operator	Admin/ Clerical	TOTAL COSTS & HOURS
Contract Rate	**$260.14**	**$226.54**	**$182.82**	**$182.82**	**$155.36**	**$120.24**	**$108.97**	**$117.43**	**$105.50**	**$93.94**	**$98.64**	
Basic Engineering Design Services		12		24	32		39.9			38.05		**$20,000.00**
Field Design Survey Services		4		8	8		8			5.4997		**$5,000.00**
HOURS SUB-TOTALS	0	16	0	32	40	0	47.9	0	0	43.5497	0	**179.4497**
TOTAL LABOR COSTS	$0.00	$3,624.64	$0.00	$5,850.24	$6,214.40	$0.00	$5,219.66	$0.00	$0.00	$4,091.06	$0.00	**$25,000.00**
TOTAL ENGINEERING SERVICES												**$25,000.00**

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Pro essiona En ineerin Ser ices
Contract # C-13-189-02-11
Wor Aut ori ation Form

AMENDMENT #1 to
WOR AUTHORI ATION NO. 1

THIS WOR AUTHORI ATION 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 **Commissioner s Court**, hereinafter called the "**O ner**," and, **TEDSI INFRASTRUCTURE GROUP, INC.**, professional engineers of Mission, Texas, hereinafter called "**En ineer**".

PART 1. SCOPE OF WOR

The purpose of this Work Authorization is for the **En ineer** to Delete existing Attachment "C" and Attachment "D" in its entirety and insert in lieu thereof attached Attachment "C" and Attachment "D" where fees remained the same.

The scope of services to be provided by the **O ner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner***.

The scope of services to be provided by the **En ineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer***.

PART 2. ESTIMATED COST

The estimated cost for services under this **Wor Aut ori ation** remains at **$ 55,250.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposa** attached hereto as **ATTACHMENT D .**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Artic e**/Part/Section **6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. 4-1303-431-00-124-143-0-731
Requisition Number 00262631 **(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 **A reement**.

PART 7. AC NOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hida o County Precinct #4,** Commissioner Joseph Palacios as to content and detail of this **Amendment 1 to Wor Aut ori ation No. 1**.

HIDALGO COUNTY PRECINCT No. 4

BY: _____
Hon. Josep Pa acios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of_____day of_____ _____**, 2014**.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP CONSULTING ENGINEERS

By: _____
Jesse Sa inas, Principa

THE OWNER:
HIDALGO COUNTY

By:_____
Ramon Garcia, County Jud e

ATTEST:

By: _____
Arturo Gua ardo, Jr., County C er

LIST OF ATTACHMENTS

ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "C"

Work Schedule

Roosevelt Rd - Junction with Owassa Rd to FM 1423 (Valverde Rd)

Task	Months from Notice to Proceed												
	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15
Field Survey	Waiting for SA 1 to Agreement to Add surveyor subconsultant													
Engineering Design														
Construction Support														

ATTACHMENT "D"

Cost Proposal

Roosevelt Rd - Junction with Owassa Rd to FM 1423 (Valverde Rd)

TASK DESCRIPTION	Principal	Project Manager	Senior Structural Engineer	Senior Engineer	Project Engineer	Design Engineer	EIT	Senior Engineering Tech	Engineer Tech	CADD Operator	Admin/ Clerical	TOTAL COSTS & HOURS
Contract Rate	**$260.14**	**$226.54**	**$182.82**	**$182.82**	**$155.36**	**$120.24**	**$108.97**	**$117.43**	**$105.50**	**$93.94**	**$98.64**	
Basic Engineering Design Services		12		32	40		60			39.1599		**$25,000.00**
Special Engineering Design Services		4		16	24		32			95.3059		**$20,000.00**
Field Design Survey Services		4		16	24		16			10.0762		**$10,250.00**
HOURS SUB-TOTALS	0	20	0	64	88	0	108	0	0	144.542	0	**424.542**
TOTAL LABOR COSTS	$0.00	$4,530.80	$0.00	$11,700.48	$13,671.68	$0.00	$11,768.76	$0.00	$0.00	$13,578.28	$0.00	**$55,250.00**
TOTAL ENGINEERING SERVICES												**$55,250.00**

AI-47121 **Purchasing Department 22. H. 4.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional construction management services for Sunflower Park Pct No.4

Totals	Prodigy Construction	RH Shackelford, Inc.,	Guzman & Munoz Engineering and Surveying
Scores	98	94	95
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for construction management services for Sunflower Park in Pct No.4.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Pct. will identify funding

Available balance under the account listed: 4-1200-431-00-124-007-0-890 $4,358.80
An appropriation (AI# 47024) is in process for 150,006.81 to be posted to this Pct-other account.

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	10/23/2014 10:49 AM
Budget & Management	Veronica Ortiz	10/23/2014 02:48 PM
Manuel Chapa	Manuel Chapa	10/24/2014 09:16 AM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Nielda Cavazos Started On: 10/23/2014 10:25 AM

Final Approval Date: 10/24/2014

HIDALGO COUNTY PRECINCT NO 4

FOR

Professional Construction Management Services

Sunflower Park

Scoring & Evaluation GRID

Construction Management Services

Total Scores	Prodigy Construction	RH Shackelford, Inc	Guzman & Munoz Engineering and Surveying
Evaluator 1	98	94	95
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-46790 **Purchasing Department 22. I. 1.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: E. Olivarez, HCH&HS-Ex..Dir.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommendation by HC-H&HS for HCCC to reject all bids received and re-advertise project with modified specifications and/or requirements for RFB: "Laboratory Services for Hidalgo County Dept. of Health and Human Services"- with No.: 2014-230-10-01-MEG

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1293-441-00-340-052-4-339

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

BUDGETARY IMPACT:

Available balance as of 10-24-14 $50,652.79

re-advertisement was approved on 09/09/14 AI# 46110

Attachments

Exh A

Exh B

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/21/2014 09:47 AM
Budget & Management	Veronica Ortiz	10/22/2014 08:26 AM
Manuel Chapa	Manuel Chapa	10/24/2014 04:23 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Elena Gomez Started On: 10/01/2014 01:14 PM

Final Approval Date: 10/24/2014

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County Health and Human Services
"LABORATORY SERVICES"
BID NO.: 2014-387-11-19-MEG

Hidalgo County is requesting bidder(s) from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide ***"Laboratory Services***" in a timely manner; ensure that such services meet the county standards; ensure quality, yet be cost effective.

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County. These requirements and/or specifications must be **equal or better**, including, but not limited to, the following:

SPECIFICAITONS/REQUIREMENTS,

1) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

2) Specimens will be collected by Hidalgo County Staff.

3) Provide at least one (1) accessible lab location to refer patients for collection if specimen cannot be collected by Hidalgo County staff (i.e. Edinburg). Laboratory will be responsible for delivery/processing of such specimens when necessary.

4) Electronic Lab results are required.

5) All certificates, licenses, etc. for laboratory to operate in the State of Texas are required and copies must be submitted with bid. *(Including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification)*

6) All supplies must be provided to Hidalgo County for all required testing and results must be available and provided within 24 hours.

7) Lab must schedule and provide pick up services for all specimens from each facility listed below.

TERMS AND CONDITIONS

1. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year terms.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

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

5. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

6. Hidalgo County reserves the right to award to one (1) or multiple vendors whichever is more valuable to the County.

7. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

8. Hidalgo County reserves the right to add or delete locations as it deems in the best interest of the County.

DRAFT

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

10. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

11. All services will be on an "**As Needed Basis**", there are no set quantities to be requested only approximations.

12. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the EXHIBIT "C" for limits).

13. 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.

LOCATIONS/CLINICS	
HIDALGO COUNTY HEALTH & HUMAN SERVICES	
1)	Edinburg Clinic 3105 E Schunior Edinburg, TX 78539 Phone: (956) 318-2040 Supervisor: Lilia Velasco, R.N.
2)	Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956)262-1141 Supervisor: Elva Murphy, R.N.
3)	Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956)843-7463 Supervisor: Norma Garza, R.N.
4)	McAllen Clinic 300 E. Hackberry McAllen, Texas 785001 Phone: (956)682-6155 Supervisor Victoria Garza, R.N.
5)	Mission Clinic 211 N. Schurebach Road Mission. Texas 78572 Phone: (956)585-2461 Supervisor: Ana C. Lopez Garza, R.N.
6)	Pharr Clinic 300 W. Hall Acres Pharr, Tx Phone: (956)787-1531 Supervisor: Laila De Leon, R.N.
7)	Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956)969-8332 Supervisor: Laura Reyes, R.N.
8)	Pulmonary Clinic (South Entrance) 1304 South 25th Ave Edinburg, Texas 78542 Phone: (956)387-0118 Supervisor: Jeanne Salinas

DRAFT

SERVICES REQUIRED:

The vendor shall provide qualified and trained personnel and certified licensed facilities for the laboratory services. Laboratory testing services shall; include, but is not limited to the following services:

Item #	DIAGNOSTIC PROCDURES
1	ABO and Rh • ABO Group • RH Type
2	Accult Blood, Feces
3	Acute Hepatitis Panel • Hep A Igm AB • Hep B Core Igm AB • Hep B surf AG w. Conf. • Hep C AB • If Hep B Surface Antigen is positive, then Reflex confirmation will be performed
4	AFB Smear and Culture w/ Susceptibilities
5	Affirm (Trich, G. Vaginalis, Candida)
6	Aerobic Bacterial Culture • Reflex Susc. 1 • Reflex Org. ID 1 • Reflex Org. ID 2 • Reflex Susc-2 • Reflex Org. ID 2 • Reflex Susc. 1
7	Amylase
8	Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed • Reflex Antibody Identification • Reflex Titer • Reflex antigen Typing
9	Antinuclear Antibodies. Results • Reflex ANA Titer and Pattern
10	Aspergillosis Immunodiffussion
11	B_{12} and Folate • Vitamin B12 • Folate, Serum
12	Bacterial Vaginosis/Vaginitis (Trich, G. Vaginitis, & Candida)
13	Basic Metabolic Panel
14	BUN • Urea Nitrogen (BUN) • BUN Creatinine Ratio
15	Carbamazipine levels
16	CBC w Diff w/ Plt.
17	CBC w Diff w/o Plt.
18	CBC w/ diff and platelets.
19	CBC w/o Diff w Plt.
20	CBC w/o Diff w/o Plt.
21	CD4 Count
22	CEA.
23	Chem 24
24	Chlamydia/GC DNA Probe w/confirmation on positives
25	Chlamydia/GC (out of vial) • Chlamydia/GC
26	Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives
27	Chlamydia/GC DNA Probe w/out confirmation.

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28	Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives
29	Cholesterol Total
30	Ck,Total
31	Comp Metabolic Panel
32	Creatinine.
33	24hr. Creatinine Clearance
34	Cult, Campylobacter
35	Culture, Aerob/Anaerobic
36	Cultures (wound and urine)
37	Culture (& Sensitivity)- Wound • Reflex Susc-1 • Reflex Org. ID 1 • Reflex Org. ID 2 • Reflex Susc.-2 • Reflex Org. ID 2 • Reflex Susc 1
38	Digoxin.
39	Dilantin levels
40	Draw Fee, Psc Spec
41	Drug screens (serum and urine)
42	Electrolyte Panel
43	Eosinophil Ct, (B)
44	Fecal Fat, Qual
45	Fecal Globin by Immuniochemistry (FOB)
46	Fecal Leukocyte Stn
47	Ferritin
48	FSH and LH. • FSH (Folicie Stimulating Hormone) • LH
49	Fungus Culture • Culture, Fungus, Blood
50	Fungal CF Panel
51	Genital Culture, Routine
52	Giardia Ag Detection
53	Glucose Gestational Screen 50 Gram
54	Glucose, Plasma
55	Glucose Serum
56	Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams
57	Group B Strep Colonization Detection Cult/DNA Probe
58	H & H
59	hCG, Beta Subunit, Qual
60	HCG, Beta Subunit, qualitative
61	hCG, Beta Subunit, Quant
62	HCG, Beta Subunit, quantitative
63	Hdl-Cholesterol
64	Helicobacter pylori lgG. • Hpylori Breath Test
65	Hematocrit
66	Hemoglobin A1C w/MBG
67	Hemoglobin • Hemoglobin
68	Hep A Igm Ab
69	Hepatic Function Panel
70	Hepatitis B Surface Antibody
71	Hepatitis B Surface Antigen
72	Hepatitis B Surface Antigen with confirmation
73	Hepatitis C Antibody

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74	Herpes Culture
75	Hgal c.
76	HIV-1 Antibodies
77	HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex)
78	HIV Western Blot, if HIV positive
79	HIV-2 Antibody EIA if Western Blot positive
80	HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive
81	H-pylori
82	H. Pylori (serum)
83	HPV Genotypes 16, 18
84	HPV High Risk
85	Hsv 1/2 Herpeselect
86	HSV ½
87	Iron and IBC
88	Iron, Total & Ibc
89	Lead
90	Lipid Panel
91	Lithium levels
92	Liver enzyme panel
93	Magnesium
94	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)
95	Maternal Serum Screen 5 (Penta)
96	Myoglobin
97	Myoglobin (U)
98	New Born Screening
99	Occult Blood
100	Ova & Parasites
101	Phenytoin
102	Platelet Count
103	Potassium
104	PreGen-Plus
105	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella
106	Prolactin
107	Prothrombin Time (PT)
108	PSA
109	PTT Activated
110	RBC Count
111	Renal Function Panel
112	Rheumatoid Arthritis Factor
113	RPR
114	RPR Titer
115	RPR with reflex to titer & confirmatory testing
116	RPR (Monitor) with Reflex to Titer (without confirmations) • RPR (Diagnosis) with reflex to Titer and Confirmatory
117	RPR (DX) Reflex FTA-ABS
118	Rubella Antibodies, IgG.
119	Sed Rate, Westergren
120	Stat Assay 1
121	Stat Assay 2
123	Stool Culture • Reflex Susc. 1 • Reflex Org.ID 1 • Reflex Org. ID 2 • Reflex Susc 2 • Reflex Org. ID 2 • Reflex Susc. 1
124	Surpath (Liquid pap smear) includes HPV, GC/Chlamydia
125	Surpath Pathology if pap smear abnormal

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126	Surpath with CT/GC (out of the vial)
127	Thin Prep Pap Test • Pathology Review if thin Prep is abnormal
128	T_3 Uptake
129	T-4 (Thyroxine)
130	T-4 Free
131	Testosterone • Additional Offering Testosterone, total Males
132	Throat, Beta-Hemolytic Strep Cult, Group A. • Reflex Susc. 1 • Reflex Org. ID 1 • Reflex Org. ID 2 • Reflex Susc 2 • Reflex Or. ID 2 • Reflex Susc 1
133	Thyroid Cascade Profile • TSH • T4 Free • TPO (Thyroid Peroxidase antibodies • T3
134	Thyroid panel • T-3 Uptake • T-4 Thyroxine • TSH
135	Thyroxine (T_4)
136	Total Electrophoresis
137	Total Iron and TIBC
138	Tp Rand (U) W/Creat
139	Triglycerides
140	TSH, 3rd generation
141	TSH
142	TSH with Reflex to Free T4
143	UA, Complete
144	UA.
145	Upper Respitory Culture, Routine • Culture, throat, will reflex to identification & susceptibilities if positive and when appropriate • Reflex Susc -1 • Reflex Org. ID 1 • Reflex Org. ID 2 • Reflex susc -2 • Org. ID 2 • Susc-1
146	Uric Acid
147	Urinalysis (Microscopic on Positives)
148	Urine Culture, Routine. Urine Culture (& Sensitivity), Routine • Reflex Resumptive ID • Reflex Org. ID 1 • Reflex Susc. 1
149	Urine, complete
150	Valporic acid levels
151	Valproic Acid
152	VDRL.
153	Vitamin B-12
154	WBC Count
155	WBC Differential

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ADDITIONAL INFORMATION:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Elena Gomez, Buyer II, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail elena.gomez@co.hidalgo.tx.us by no LATER THAN, **Wednesday November 12, 2014 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, November 14, 2014 by 5:00 p.m.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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EXHIBIT "B"
Bid Page
HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"LABORATORY SERVICES"
BID No. 2014-387-11-19-MEG

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE OR ALTERALTIONS** submittals shall be considered a probable cause for disqualification.

FOR INTERNAL USE ONLY
(NIGP commodity codes)
948-55-50 Medical Services; Physical Exam
948-55-83-Tests, Clinical Laboratory, Non-Drug Screenings;
948-55-84-Tests, Clinical Laboratory, Drug Screenings

Item #	DIAGNOSTIC PROCDURES	UNIT COST
1	ABO and Rh	$
	• ABO Group	$
	• RH Type	$
2	Accult Blood, Feces	$
3	Acute Hepatitis Panel	$
	• Hep A Igm AB	$
	• Hep B Core Igm AB	$
	• Hep B surf AG w. Conf.	$
	• Hep C AB	$
	• If Hep B Surface Antigen is positive, then Reflex confirmation will be performed	$
4	AFB Smear and Culture w/ Susceptibilities	$
5	Affirm (Trich, G. Vaginalis, Candida)	$
6	Aerobic Bacterial Culture	$
	• Reflex Susc. 1	$
	• Reflex Org. ID 1	$
	• Reflex Org. ID 2	$
	• Reflex Susc-2	$
	• Reflex Org. ID 2	$
	• Reflex Susc. 1	$
7	Amylase	$
8	Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed	$
	• Reflex Antibody Identification	$
	• Reflex Titer	$
	• Reflex antigen Typing	$
9	Antinuclear Antibodies. Results	$
	• Reflex ANA Titer and Pattern	
10	Aspergillosis Immunodiffussion	$
11	B_{12} and Folate	$
	• Vitamin B12	$
	• Folate, Serum	$
12	Bacterial Vaginosis/Vaginitis (Trich, G. Vaginitis, & Candida)	$
13	Basic Metabolic Panel	$
14	BUN	$
	• Urea Nitrogen (BUN)	$
	• BUN Creatinine Ratio	$
15	Carbamazipine levels	$
16	CBC w Diff w/ Plt.	$
17	CBC w Diff w/o Plt.	$

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18	CBC w/ diff and platelets.	$
19	CBC w/o Diff w Plt.	$
20	CBC w/o Diff w/o Plt.	$
21	CD4 Count	$
22	CEA.	$
23	Chem 24	$
24	Chlamydia/GC DNA Probe w/confirmation on positives	$
25	Chlamydia/GC (out of vial)	$
	• Chlamydia/GC	$
26	Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives	$
27	Chlamydia/GC DNA Probe w/out confirmation.	$
28	Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives	$
29	Cholesterol Total	$
30	Ck,Total	$
31	Comp Metabolic Panel	$
32	Creatinine.	$
33	24hr. Creatinine Clearance	$
34	Cult, Campylobacter	$
35	Culture, Aerob/Anaerobic	$
36	Cultures (wound and urine)	$
37	Culture (& Sensitivity)- Wound	$
	• Reflex Susc-1	$
	• Reflex Org. ID 1	$
	• Reflex Org. ID 2	$
	• Reflex Susc.-2	$
	• Reflex Org. ID 2	$
	• Reflex Susc 1	$
38	Digoxin.	$
39	Dilantin levels	$
40	Draw Fee, Psc Spec	$
41	Drug screens (serum and urine)	$
42	Electrolyte Panel	$
43	Eosinophil Ct, (B)	$
44	Fecal Fat, Qual	$
45	Fecal Globin by Immuniochemistry (FOB)	$
46	Fecal Leukocyte Stn	$
47	Ferritin	$
48	FSH and LH.	$
	• FSH (Folicie Stimulating Hormone)	$
	• LH	$
49	Fungus Culture	$
	• Culture, Fungus, Blood	$
50	Fungal CF Panel	$
51	Genital Culture, Routine	$
52	Giardia Ag Detection	$
53	Glucose Gestational Screen 50 Gram	$
54	Glucose, Plasma	$
55	Glucose Serum	$
56	Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams	$
57	Group B Strep Colonization Detection Cult/DNA Probe	$
58	H & H	$
59	hCG, Beta Subunit, Qual	$

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60	HCG, Beta Subunit, qualitative	$
61	hCG, Beta Subunit, Quant	$
62	HCG, Beta Subunit, quantitative	$
63	Hdl-Cholesterol	$
64	Helicobacter pylori lgG.	$
	• Hpylori Breath Test	$
65	Hematocrit	$
66	Hemoglobin A1C w/MBG	$
67	Hemoglobin	$
	• Hemoglobin	$
68	Hep A Igm Ab	$
69	Hepatic Function Panel	$
70	Hepatitis B Surface Antibody	$
71	Hepatitis B Surface Antigen	$
72	Hepatitis B Surface Antigen with confirmation	$
73	Hepatitis C Antibody	$
74	Herpes Culture	$
75	Hgal c.	$
76	HIV-1 Antibodies	$
77	HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex)	$
78	HIV Western Blot, if HIV positive	$
79	HIV-2 Antibody EIA if Western Blot positive	$
80	HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive	$
81	H-pylori	$
82	H. Pylori (serum)	$
83	HPV Genotypes 16, 18	$
84	HPV High Risk	$
85	Hsv 1/2 Herpeselect	$
86	HSV ½	$
87	Iron and IBC	$
88	Iron, Total & Ibc	$
89	Lead	$
90	Lipid Panel	$
91	Lithium levels	$
92	Liver enzyme panel	$
93	Magnesium	$
94	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)	$
95	Maternal Serum Screen 5 (Penta)	$
96	Myoglobin	$
97	Myoglobin (U)	$
98	New Born Screening	$
99	Occult Blood	$
100	Ova & Parasites	$
101	Phenytoin	$
102	Platelet Count	$
103	Potassium	$
104	PreGen-Plus	$
105	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella	$
106	Prolactin	$
107	Prothrombin Time (PT)	$
108	PSA	$
109	PTT Activated	$
110	RBC Count	$

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111	Renal Function Panel	$
112	Rheumatoid Arthritis Factor	$
113	RPR	$
114	RPR Titer	$
115	RPR with reflex to titer & confirmatory testing	$
116	RPR (Monitor) with Reflex to Titer (without confirmations)	$
	• RPR (Diagnosis) with reflex to Titer and Confirmatory	$
117	RPR (DX) Reflex FTA-ABS	$
118	Rubella Antibodies, IgG.	$
119	Sed Rate, Westergren	$
120	Stat Assay 1	$
121	Stat Assay 2	$
123	Stool Culture	$
	• Reflex Susc. 1	$
	• Reflex Org.ID 1	$
	• Reflex Org. ID 2	$
	• Reflex Susc 2	$
	• Reflex Org. ID 2	$
	• Reflex Susc. 1	$
124	Surpath (Liquid pap smear) includes HPV, GC/Chlamydia	$
125	Surpath Pathology if pap smear abnormal	$
126	Surpath with CT/GC (out of the vial)	$
127	Thin Prep Pap Test	$
	• Pathology Review if thin Prep is abnormal	$
128	T_3 Uptake	$
129	T-4 (Thyroxine)	$
130	T-4 Free	$
131	Testosterone • Additional Offering Testosterone, total Males	$
132	Throat, Beta-Hemolytic Strep Cult, Group A.	$
	• Reflex Susc. 1	$
	• Reflex Org. ID 1	$
	• Reflex Org. ID 2	$
	• Reflex Susc 2	$
	• Reflex Or. ID 2	$
	• Reflex Susc 1	$
133	Thyroid Cascade Profile	$
	• TSH	$
	• T4 Free	$
	• TPO (Thyroid Peroxidase antibodies	$
	• T3	$
134	Thyroid panel	$
	• T-3 Uptake	$
	• T-4 Thyroxine	$
	• TSH	$
135	Thyroxine (T_4)	$
136	Total Electrophoresis	$
137	Total Iron and TIBC	$
138	Tp Rand (U) W/Creat	$
139	Triglycerides	$

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140	TSH, 3rd generation	$
141	TSH	$
142	TSH with Reflex to Free T4	$
143	UA, Complete	$
144	UA.	$
145	Upper Respitory Culture, Routine	$
	• Culture, throat, will reflex to identification & susceptibilities if positive and when appropriate	$
	• Reflex Susc -1	$
	• Reflex Org. ID 1	$
	• Reflex Org. ID 2	$
	• Reflex susc -2	$
	• Org. ID 2	$
	• Susc-1	$
146	Uric Acid	$
147	Urinalysis (Microscopic on Positives)	$
148	Urine Culture, Routine. Urine Culture (& Sensitivity), Routine	$
	• Reflex Resumptive ID	$
	• Reflex Org. ID 1	$
	• Reflex Susc. 1	$
149	Urine, complete	$
150	Valporic acid levels	$
151	Valproic Acid	$
152	VDRL.	$
153	Vitamin B-12	$
154	WBC Count	$
155	WBC Differential	$

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BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

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AI-46876 **Purchasing Department 22. J. 1.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to rescind action taken by Commissioners Court on August 25, 2014 Agenda Item #45993 and requesting authority to enter into a new 48-month new (capital) lease copier for a Ricoh Aficio MP7502sp through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA, INC. contract DIR-SDD-1674 through requisition #264695 in the total monthly payment of $300.57 plus maintenance at $88.00 per month effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-414-00-130-001-0-432/601/780

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

BUDGETARY IMPACT:

Funds available through Req#00264695.

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 10:48 AM
Glinda Pacheco	Glinda Pacheco	10/24/2014 03:36 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Tanya Delira Started On: 10/08/2014 11:10 AM

Final Approval Date: 10/24/2014

46816

Requisition

Req # 00264695

PO #

Date: 10/02/14

Bill To: x
x

Vendor : 211567

GE CAPITAL INFORMATION TECHNOLOGY SO
RICOH USA, INC.
P.O. BOX 650073
DALLAS TX 75265

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: **Mel Esparza**
956-318-2570

Contract No: **DIR-SDD-1674**

Special Instructions:
Term is for 48 Months

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C.C. 10/26/2014		
		DIR-SDD-1674 DO NOT DUPLICATE ORDER		
3.00	MONTH	Ricoh Aficio MP7502SP #415879 (Quantity 1)-$235.24	235.24	705.72
3.00	MONTH	20 amp power filter-Digital Network Powerfilter	3.36	10.08
3.00	MONTH	Network Print/Scan connection (Seg.5)	6.26	18.78
3.00	MONTH	LCIT RT 4010	21.54	64.62
3.00	MONTH	Finisher SR4060	28.61	85.83
3.00	MONTH	Punch Unit Type 3260	5.56	16.68
3.00	MONTH	Service (20,000 B/W impressions monthly @ $0.0044) overages billed annually	88.00	264.00
1.00				.00
		Account No	Encumbrance	
		4-1100-414-00-130-001-0-432	264.00	
		4-1100-414-00-130-001-0-780	901.71	
			Freight	.00
			Total	1,165.71
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

46522

7 264695

Ricoh MP 7502SP

Black/White Multifunctional Device
Elections

Key Features

- 75-PPM monochrome
- 8,300-sheet paper capacity
  Tray 1 – 1,550 x 2 Tandem Paper Tray
  Tray 2 & 3 – 550 Sheet Paper Trays
  Bypass Tray – 100 Sheets
  Large Cap. Side Trap – 4,000 Sheets
- 3,000 Sheet finisher/stapler with Hole-Punch
- DOSS (Data Overwrite Security System) is standard - For ISO 15408 Compliance
- Scan to/Print from USB/SD Card
- Configured print and scan; providing both black & white and color scanning
- ESP power filter
- Energy Star® compliant

DIR Contract - Investment Details for 48 Months

Equipment Breakdown	DIR Purchase Pricing	48 Month Pricing	
1. **Ricoh Aficio MP 7502SP**	**$9,391.00**	**$235.24**	
20 amp power filter- Digital Network Powerfilter	**$134.00**	**$3.36**	
Network Print/Scan Connection (Seg. 5)	**$250.00**	**$6.26**	Hidalgo Budget Code
LCIT RT4010	**$860.00**	**$21.54**	
Finisher SR4060	**$1,142.00**	**$28.61**	
Punch Unit Type 3260	**$222.00**	**$5.56**	
Equipment Totals	**$11,999.00**	**$300.57**	780-Equip.
Service (20,000 B/W impressions monthly @ $0.0044)		**$88.00**	432-Svc.
Overages billed annually.			

TOTAL MONTHLY PAYMENT FOR 1 MP7502SP: $388.57

(Please see attached DIR Pricing Sheet for further break down and verification of contracted pricing)

Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax inclusive and based off of the DIR Contract: DIR-SSD-1674**

RICOH
imagine. change.

300 $

75	**Aficio MP 7502SP**	415879	**$31,000**	**$9,391**
90	**Aficio MP 9002SP**	415881	**$39,000**	**$10,348**
	ESP XG-PCS-20D	006429MIU	350	128
	20 amp power filter	007138MIU	366	134
	Network Print/Scan Connection (Seg. 4)	PS-NWSC4	425	250
	Network Print/Scan Connection (Seg. 5)	PS-NWSC5	500	250
	LCIT RT4010	415904	2,600	860
	Finisher SR4060**	415901	3,770	1,142
	Booklet Finisher SR4070**	415902	6,550	1,733
	Finisher SR4080	415900	6,550	2,137
	Punch Unit Type 3260	412209	995	222

Capital Lease Versus Operating Lease Test
2014

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

										1	2	3a	3b	4a	4b	
CC Date	Dept. No.	Installation Date	Serial Number	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1/21/2014	220			Facilities Mgmt.	248884	DIR-1674		MP C4503	$156.22	N	N	36	60	$5,623.92	$5,122.00	Capital Lease
2/4/2014	180			County Clerk	250124	Open Mkt		Contex SD3615	$238.05	N	N	36	60	$8,569.80	$6,920.00	Capital Lease
2/25/2014	11			449th District Court	249560	DIR-1674		Ricoh MP C4503	$193.04	N	N	36	60	$6,949.44	$6,329.00	Capital Lease
2/18/2014	140			Tax Office-San Juan	250492	DIR-1674		Ricoh SP5200S	$69.06	N	N	36	60	$2,486.16	$2,264.00	Capital Lease
2/25/2014	124			Pct. 4 CRC Center	249797	DIR-1674		Ricoh MP301SPF	$44.45	N	N	36	60	$1,600.20	$1,457.00	Capital Lease
2/25/2014	21			Court At Law 1	252201	DIR-1674		Ricoh MPC4503	$216.22	N	N	36	60	$7,783.92	$7,089.00	Capital Lease
3/4/2014	140			Tax Office-Bookkeepin	249861	DIR-1674		Ricoh MP5002SP	$212.13	N	N	36	60	$7,636.68	$6,955.00	Capital Lease
4/8/2014				Constable Pct. 2	252326	DIR-1674		Ricoh MPC4503	$127.84	N	N	48	60	$6,136.32	$5,103.00	Capital Lease
3/18/2014				Health Pharr Clinic	251600	DIR-1674		Ricoh MP5002SP	$234.98	N	N	36	60	$8,459.28	$7,533.00	Capital Lease
3/25/2014				Health ED Enviro.	251652	DIR-1674		Ricoh MP5002SP	$234.98	N	N	36	60	$8,459.28	$7,533.00	Capital Lease
3/25/2014				Health Mission Env.	251653	DIR-1674		Ricoh MP5002SP	$234.98	N	N	36	60	$8,459.28	$7,533.00	Capital Lease
3/25/2014				Health Elsa Clinic	251655	DIR-1674		Ricoh MP5002SP	$234.98	N	N	36	60	$8,459.28	$7,533.00	Capital Lease
3/25/2014				Health Hidalgo Clinic	251656	DIR-1674		Ricoh MP5002SP	$234.98	N	N	36	60	$8,459.28	$7,533.00	Capital Lease
3/25/2014				Health ED Pulmonary	251657	DIR-1674		Ricoh MP5002SP	$234.98	N	N	36	60	$8,459.28	$7,533.00	Capital Lease
3/25/2014				Health ED Clinic	251658	DIR-1674		Ricoh MP5002SP	$234.98	N	N	36	60	$8,459.28	$7,533.00	Capital Lease
3/25/2014				Health McA Clinic	251661	DIR-1674		Ricoh MP5002SP	$234.98	N	N	36	60	$8,459.28	$7,533.00	Capital Lease
3/25/2014				Health Miss Clinic	251663	DIR-1674		Ricoh MP5002SP	$234.98	N	N	36	60	$8,459.28	$7,533.00	Capital Lease
3/25/2014				Health Wes Clinic	251665	DIR-1674		Ricoh MP5002SP	$234.98	N	N	36	60	$8,459.28	$7,533.00	Capital Lease
3/25/2014				Health Wes Enviro	251668	DIR-1674		Ricoh MP5002SP	$210.67	N	N	36	60	$7,584.12	$6,736.00	Capital Lease
4/1/2014	115			BUDGET & MGT	250439	DIR-1674		RICOH MP5002SP	$218.78	N	N	36	60	$7,876.08	$5,704.00	Capital Lease
4/1/2014	115			BUDGET & MGT	250442	DIR-1674		RICOH MP5002SP	$212.38	N	N	36	60	$7,645.68	$5,704.00	Capital Lease

4/22/2014	340			Health BIO Dept.	253448	DIR-1674		Ricoh MP7502SP	$300.42	N	N	48	60	$14,420.16	$11,993.00	Capital Lease
5/6/2014	280			Jail-Class. Hall	253915	HCDE		XEROX W5855APT	$140.16	N	N	48	60	$6,727.68	$5,079.41	Capital Lease
5/13/2014	122			Pct. 2 CRC Alamo	254674	Dir-1662		IR-c2225	$130.26	N	N		60	$4,689.36	$4,243.00	Capital Lease
5/13/2014	122			Pct. 2 New Admin	254697	Dir-1662		IR-C5235	$210.76	N	N		60	$7,587.36	$6,865.00	Capital Lease
5/6/2014	280			Jail-Infirmay	253918	HCDE		XEROX W5855APT	$140.16	N	N	48	60	$6,727.68	$5,079.41	Capital Lease
5/6/2014	280			Jail-Kitchen	253920	HCDE		XEROX W5855APT	$140.16	N	N	48	60	$6,727.68	$5,079.41	Capital Lease
5/6/2014	280			Jail-Records	253922	HCDE		XEROX W5855APT	$140.16	N	N	48	60	$6,727.68	$5,079.41	Capital Lease
5/6/2014	280			Jail-Releasing Hall	253923	HCDE		XEROX W5855APT	$140.16	N	N	48	60	$6,727.68	$5,079.41	Capital Lease
5/6/2014	280			Jail-Administration	253925	HCDE		XEROX W5855APT	$140.16	N	N	48	60	$6,727.68	$5,079.41	Capital Lease
5/6/2014	280			Jail-P.I.	253928	HCDE		XEROX WC3615DN	$35.08	N	N	48	60	$1,683.84	$1,048.53	Capital Lease
5/6/2014	280			Sheriff's-Exec. Office	253913	HCDE		XEROX W5855APT	$140.16	N	N	48	60	$6,727.68	$5,079.41	Capital Lease
5/6/2014	280			Sheriff's-Budget	253924	HCDE		XEROX W5855APT	$140.16	N	N	48	60	$6,727.68	$5,079.41	Capital Lease
5/6/2014	280			Sheriff's-Civil/Warrant	253926	HCDE		XEROX W5855APT	$140.16	N	N	48	60	$6,727.68	$5,079.41	Capital Lease
5/6/2014	280			Sheriff's-Patrol Sq.	253916	HCDE		XEROX W5875APT	$184.98	N	N	48	60	$8,879.04	$6,860.29	Capital Lease
5/6/2014	280			Sheriff's-CID	253921	HCDE		XEROX W5875APT	$184.98	N	N	48	60	$8,879.04	$6,860.29	Capital Lease
5/6/2014	280			Sheriff's-Academy	253929	HCDE		XEROX W5875APT	$184.98	N	N	48	60	$8,879.04	$6,860.29	Capital Lease
				Constable Pct. 3	256653	DIR-1674		RICOH MP2553SP	$108.35	N	N	36	60	$3,900.60	$3,552.00	Capital Lease
5/27/2014	90			DISTRICT CLERK	254421	407-12		PITNEY BOWES	$270.00	N	N	48	60	$12,960.00	$12,595.00	Capital Lease
5/27/2014	200			IT DEPT.	254822	DIR-1674		Ricoh MPC4503	$159.94	N	N	36	60	$5,757.84	$5,244.00	Capital Lease
5/27/2014	10			430th District Court		DIR-1674		Ricoh MPC4503	$152.38	N	N	48	60	$7,314.24	$6,083.00	Capital Lease
6/3/2014	350			WIC	256788	DIR-1662		Canon IR6255	$248.91	N	N	36	60	$8,960.76	$8,108.00	Capital Lease
6/17/2014	270			HIDTA Task	253701	DIR 1662		Canon iRC5235	$226.23	N	N	36	60	$8,144.28	$7,369.00	Capital Lease
6/17/2014	140			TAX-WESLACO	253829	DIR-1674		RICOH MP5002SP	$162.97	N	N	36	60	$5,866.92	$5,343.00	Capital Lease
6/17/2014	140			TAX-COLLECTION	253635	DIR-1674		RICOH SP5200S	$65.80	N	N	36	60	$2,368.80	$2,157.00	Capital Lease
6/17/2014	140			TAX-BOOKKEEPING	249861	DIR-1674		RICOH MP5002SP	$195.57	N	N	36	60	$7,040.52	$6,412.00	Capital Lease
6/17/2014	140			TAX-FRAUD DEPT	253791	DIR-1674		RICOH SP5200S	$72.33	N	N	36	60	$2,603.88	$2,371.00	Capital Lease
7/1/2014	125			Safety Division	258749	DIR-1674		RICOH MPC4503	$169.44	N	N	36	60	$6,099.84	$5,555.00	Capital Lease
6/30/2014	140			TAX-WESLACO AUTO	257623	DIR-1674		RICOH MP2553SP	$101.15	N	N	36	60	$3,641.40	$3,316.00	Capital Lease
6/30/2014	140			TAX-WESLACO AUTO	257593	DIR-1674		RICOH SP5200S	$72.33	N	N	36	60	$2,603.88	$2,371.00	Capital Lease
6/30/2014	140			TAX-MISSION TAX	257595	DIR-1674		RICOH MP2553SP	$101.15	N	N	36	60	$3,641.40	$3,316.00	Capital Lease
6/30/2014	160			PURCHASING DEPT.	257993	DIR-1674		RICOH mpC4503	$200.66	N	N	48	60	$9,631.68	$7,864.00	Capital Lease
8/26/2014	130			ELECTIONS (cancell)	261151	DIR-1674		RICOH PRO 8100	$548.99	N	N	48	60	$26,351.52	$21,916.00	Capital Lease
9/4/2014	300			FIRE MARSHAL	262873	DIR-1674		RICOH MPC4503	$178.67	N	N	36	60	$6,432.12	$5,858.00	Capital Lease
9/4/2014	300			FIRE MARSHAL	262941	DIR-1674		RICOH SP5200S	$69.06	N	N	36	60	$2,486.16	$2,264.00	Capital Lease
9/12/2014	60			JP 2 PL1	261202	DIR-1674		Ricoh MPC4503	$143.84	N	N	36	60	$5,178.24	$4,716.00	Capital Lease
9/19/2014	68			JP 4 PL 2	263399	DIR-1674		RICOH MPC4503	$153.43	N	N	48	60	$7,364.64	$6,125.00	Capital Lease

10/14/2014	1			92nd District Court	262233	DIR-1674		Ricoh MPC4503	$155.64	N	N	36	60	$5,603.04	$5,103.00	Capital Lease
10/14/2014	190			Human Resources	262482	DIR-1674		Ricoh MPC4503	$160.77	N	N	36	60	$5,787.72	$5,271.00	Capital Lease
8/23/2014	130			ELECTIONS	264695	DIR-1674		Ricoh MP7502SP	$300.57	N	N	48	60	$18,651.36	$14,427.36	Capital Lease

AI-46841 **Purchasing Department 22. K. 1.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Hon. J. E. Guerra, HC-Sheriff **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Request and recommendation (as such action is in the best interest of the Hidalgo County) for Commissioners Court to accept, amend and include the mutual addition of a "helper" (in the amount of $30.00 reg & $45.00/per after hours & holidays) to the Request for Sealed Quote for Boiler Repair Services as solicited by Sheriff Office staff (on 12-20-13) and awarded to responsible vendor South Coast Boiler submitting the lowest and best bid for a one (1) year short (with options to renew for additional 2-1 yr. terms) but in no event to exceed the $50K statutory bid limit per year;

B. Ratification/acceptance and/or approval of Invoice #5056 dated 06-16-14 from South Coast Boiler Service, Inc. (in the amount of $805.00) through PO#705487 which includes a line item of seven (7) hours @ $30.00/hr. for a "helper" with authority for County Treasurer to issue payment after all Auditor processing procedures completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

Purchase Order #705487 already approved thus expense encumbered
Funding available as of 10-9-14

Attachments

Discrepancy Letter
Amended Document
RFSQ and Bid Page
Email
Purchase Order

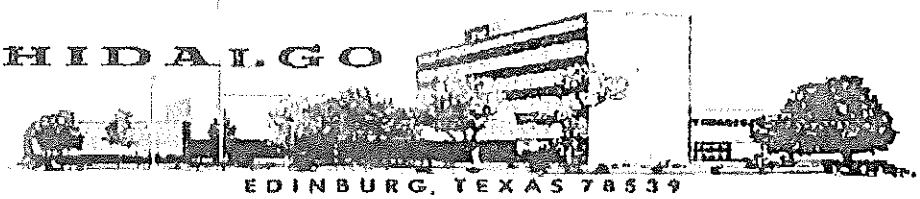
Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/08/2014 12:25 PM
Budget & Management	Veronica Ortiz	10/09/2014 10:03 AM
Manuel Chapa	Manuel Chapa	10/09/2014 02:35 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Marty Salazar Started On: 10/06/2014 03:49 PM

Final Approval Date: 10/24/2014

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

For faster processing of payment please submit invoice, back to me with this page as the cover page. Do not remove any pages attached.

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 08/14/2014

TO: Virginia Rodriguez **DEPARTMENT:** (2802) HIDALGO COUNTY JAIL

FROM: Jessica Ortega **PHONE:** (956)-318-2511 ext 4623

REFERENCE: SOUTH COAST BOILER SERVICE Invoice #5056

THE FOLLOWING DOCUMENT (S), i e. *Invoice #5056* IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☑ **NEEDS CORRECTION(S): On the contract there is no listing for a helper on the bid sheet. Please have vendor provide credit for helper. If you have any questions, please feel free to call me.**
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☐ COMMENTS / RECOMMENDATION:

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

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA RODOLFO DELGADO J. R. "BOBBY" LOPEZ ROSE GUERRA REYNA JUAN R. PARTIDA MARIO E. RAMIREZ, JR. NOE GONZALEZ LETICIA LOPEZ AIDA SALINAS FLORES

SOUTH COAST BOILER SERVICE, INC.

PO BOX 146
LA FERIA, TX 78559

INVOICE

INVOICE #	5056
DATE	6/16/2014
Due Date	7/16/2014

Bill To

HIDALGO COUNTY JAIL
ATTN: A/P
701 EL CIBOLO RD
EDINBURG, TX 78539

Please Remit To The Address Above

Order or Billing Questions?

Phone: (956) 421-4140
Fax: (956) 421-3190

TERMS	PO#	JOB# / QUOTE#	WKO#
Net 30	VERBAL/CASADIES	J14-102	6339

Item	Description	Quantity	Rate	Amount
	SERVICE CALL ON TELEDYNE LARRS UNIT-INSPECTED ALL BURNERS, IGNITION WIRE. CHECKED FOR LEAKS, GAS PRESSURE AND ALL SAFETIES. CLEANED BURNERS AND PILOT IGNITION KIT			
SCB SERVICE	(1) TECHNICIAN 7HRS @ RG/RT	7	85.00	595.00
SCB SERVICE	(1) HELPER 7HRS @ RG/RT	7	30.00	210.00

P.O. #: 105487
Invoice Received By: VRodriguez on: 6-19-14
Good/Services Received By: J. Castillo on: 6-16-14
4-1100-423-21-280-002-0 4231 432

If your company is tax exempt please provide us with a resale or tax ID#. We must have this on file for you to receive sales tax credit.

THANK YOU! WE APPRECIATE YOUR BUSINESS AND PROMPT PAYMENT

FOR CREDIT CARD PAYMENTS, PLEASE CALL 956-421-4140 BETWEEN THE HOURS OF 9AM - 4:30PM AND WE WILL PROCESS YOUR INFORMATION OVER THE PHONE.

Subtotal	$805.00
Payments/Credits	$0.00
Sales Tax (8.25%)	$0.00
TOTAL DUE	$805.00

AMENDED

EXHIBIT "B"

HIDALGO COUNTY
"BOILERS REPAIRS AND MAINTENANCE SERVICE"
RFSQ

BID PAGE

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any andall additional fees should be included in bid price(Reference to Exhibit "A" Specifications)

I- MECHANICAL & ELECTRONIC SYSTEMS:

A. Technician Hourly Rate $85.00 Normal Business Hours 8 A.M. to 4:30 P.M.

B. Technician Hourly Rate $127.50 After Hours, Weekends & Holidays Outside of Regular Hours A.M. to Outside of Regular Hours P.M.

B-1 Helper Hourly Rate $30.00 After Hours, Weekends & Holidays $45.00 AM to PM

C. Mark Up (%) Rate for Electronics Parts: N/A (Commodity Parts)

D. Mark Up (%) Rate for Mechanical Parts: N/A (Commodity Parts)

E. Agreed on Parts lot list for PM purposes as recommended by vendor: YES x NO

II- TROUBLE SHOOTING (PHONE) FEE PER HOUR: First 15 minutes (courtesy) Hour Minimum ($85)

A. PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: Upon leaving shop (3 hr minimum)

B. PLEASE STATE ALL WARRANTIES: Parts (Manufacturers Warranty) Service (see attached)

C. WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: N/A (3 hr minimum)

III- VENDOR SUBMITTING QUOTE MUST WARRANTY ALL WORK PERFORMED

VENDOR / COMPANY NAME: South Coast Boiler Service, Inc.

ADDRESS: P.O. Box 146 4111 W Business 83

CITY/STATE/ZIP CODE: La Feria, TX 78559 Harlingen, TX 78550

PHONE NUMBER: office 956-421-4140 24hrs emerg: 956-535-1688 **FAX NUMBER:** 956-421-3190

AUTHORIZEDSIGNATURE: Joseph Diegel **PRINTED NAME** Joseph Diegel

TITLE Presidents **DATE:** 10/8/14

EXHIBIT "A"

HIDALGO COUNTY
"BOILERS REPAIRS AND MAINTENANCE SERVICE"
RFSQ

SPECIFICATIONS

The County of Hidalgo Texas Sheriff's Office is seeking a qualified vendor (s) to conduct work for "BOILERS MAINTENANCE SERVICE" on an only "As Needed Basis" including, but not limited to, the following:

Requirements, Terms & Conditions

---

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF ALL QUOTES SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.

2. HIDALGO COUNTY MAY UTILIZES STATE AWARDED CONTRACTS WHENEVER IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.

3. VENDOR SHALL HAVE BEEN IN BUSINESS (in this field) FOR A MIN.OF THREE (3) YEARS.

4. A LIST OF A MINIMUM OF TWO (2) CURRENT REFERENCES/CONTRACTS FOR ANY STATE, LOCAL POLITICAL SUBDIVISION, PRIVATE SECTOR OR ANY OTHER LAW ENFORCEMENT AGENCY MUST BE SUBMITTED WITH YOUR QUOTE. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

   A). COMPANY
   B). CONTACT PERSON
   C). PHONE NUMBER
   D). WORK PERFORMED

5. VENDOR SUBMITTING QUOTE WILL USE AUTHORIZED LICENSED TECHNICIANS FOR ANY BOILER EAQUAL TO ABOVE 100 GAL. REPAIRS, SERVICING AND CERTICATE OF OPERATION.

   A- MANUFACTURED THROUGH TELEDYNE LAARS SERIALS CO1F04569 / CO1F04570

   B- HAVE THE FOLLOWING SAFETY CONTROLS TESTED ONCE A YEAR:

      1. PRIMARY LOW WATER CUTOFF/ FLOW SWITCH
      2. HIGH GAS PRESSURE SWITCH
      3. LOW GAS PRESSURE SWITCH
      4. HIGH LIMIT CONTROL OPERATING CONTROL
      5. BOILERS SHOULD BE CLEANED ON AN ANNUAL BASIS (Clean boiler tubes / clean gas tubes & checkigniters. Adjust if necessary
      6. CHECK HEAT EXCHANGER TUBES AND MANIFOLD FOR WATER LEAKS
      7. CHECK BUTTERFLY WATER VALVES ENSURE INDIVIDUAL BOILERS CAN BE ISOLATED FOR EMERGENCYS (Replace when necessary
      8. CHECK CENTRIFUGAL PUMPS & ELECTRIC MOTORS FOR GROUNDING
      9. START AND OPERATE BOILER
      10. PRESSURE RELIEF VALVE AND GAS SHUT OFF VALVE.
      11. TURN IN REPORT OF INSPECTION

EXHIBIT "A"
Cont..

HIDALGO COUNTY
"BOILERS REPAIRS AND MAINTENANCE SERVICE"
RFSQ

SPECIFICATIONS

6. THE INITIAL CONTRACT TERM FOR THIS PROJECT WILL BE FOR ONE (1) YEAR BUT IN NO EVENT TO EXCEED THE $50,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR) WITH THE COUNTY'S OPTION TO EXTEND FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.

7. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF WORK TERM (REFER TO EXHIBIT C).

8. ALL PRICES FOR INSPECTIONS, REPAIRS AND MAINTENANCE SHALL INCLUDE CONSIDERATION FOR HOURLY RATE PLUS PARTS PERCENTAGE MARK UP (IF APPLICABLE).

9. ALL BILLING INVOICES WILL BEITEMIZED (PARTS, LABOR, ETC....)

10. AWARD: HIDALGO COUNTY RESERVES THE RIGHT TO:

   A- SEPARATE AND ACCEPT, OR ELIMINATE ANY ITEMS(S) LISTED UNDER THIS QUOTE THAT IT DEEMS NECESSARY TO ACCOMMODATE BUDGETARY AND/OR OPERATIONAL REQUIREMENTS;

   B- REJECT ANY OR ALL QUOTES SUBMITTED AND FURTHER RESERVES THE RIGHT TO DESIGN THE EVALUATION CRITERIA TO BE USED IN SELECTING THE LOWEST 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 THE BEST INTEREST TO DO SO.

11. RESPOND TIME UPON CALL ON REGULAR BASIS: within 24hrs HOURS

    RESPOND TIME UPON CALL ON EMERGENCY BASIS: within 1 hr HOURS

12. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) N/A 3 hour minimum

13. VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR ONSITE REPAIRS.

14. VENDOR MUST ALSO BE AVAILABLE FOR TROUBLE SHOOTING VIA TELEPHONE. PLEASE SUBMIT A RESPOND:

   A- TIME TO LOCATION within 24hrs

   B- RESPOND TIME FOR TROUBLESHOOTING. within 24hrs

SERVICE WARRANTY

RE: HIDALGO COUNTY BOILER REPAIR & MAINTENANCE SERVICE

Hidalgo County Jail
701 El Cibolo Road
Edinburg, Texas 78539

To Whom It May Concern:

South Coast Boiler Service warrants all labor performed for the above mentioned Customer, in accordance with the contracts, quotes, drawings, specifications, alterations and additions thereto, for a period of (1) one year from date of installation. This warranty does not include normal wear and tear, improper maintenance, or any temporary fix to Boiler Unit.

Under this Warranty, South Coast Boiler Service will be provided the opportunity to have one of its representatives assess any improper, maintenance, installation or repairs cause by South Coast Boiler Service employees and/or parts installed by South Coast Boiler Service. If it is judged to be the fault of South Coast Boiler Service workmanship, South Coast Boiler Service will at no cost to the Customer repair to satisfactory condition.

This Warranty excludes any type of damage, improper maintenance, incorrect action or improper use caused by third parties or maintenance employee of said Customer unrelated to South Coast Boiler Service.

EXHIBIT "A"

HIDALGO COUNTY
"BOILERS REPAIRS AND MAINTENANCE SERVICE"
RFSQ

SPECIFICATIONS

The County of Hidalgo Texas Sheriff's Office is seeking a qualified vendor (s) to conduct work for "BOILERS MAINTENANCE SERVICE" on an only "As Needed Basis" including, but not limited to, the following:

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   A). COMPANY
   B). CONTACT PERSON
   C). PHONE NUMBER
   D). WORK PERFORMED

5. VENDOR SUBMITTING QUOTE WILL USE AUTHORIZED LICENSED TECHNICIANS FOR ANY BOILER EAQUAL TO ABOVE 100 GAL. REPAIRS, SERVICING AND CERTICATE OF OPERATION.

   A- MANUFACTURED THROUGH TELEDYNE LAARS SERIALS CO1F04569 / CO1F04570

   B- HAVE THE FOLLOWING SAFETY CONTROLS TESTED ONCE A YEAR:

      1. PRIMARY LOW WATER CUTOFF/ FLOW SWITCH
      2. HIGH GAS PRESSURE SWITCH
      3. LOW GAS PRESSURE SWITCH
      4. HIGH LIMIT CONTROL– OPERATING CONTROL
      5. BOILERS SHOULD BE CLEANED ON AN ANNUAL BASIS (Clean boiler tubes / clean gas tubes & checkigniters. Adjust if necessary
      6. CHECK HEAT EXCHANGER TUBES AND MANIFOLD FOR WATER LEAKS
      7. CHECK BUTTERFLY WATER VALVES ENSURE INDIVIDUAL BOILERS CAN BE ISOLATED FOR EMERGENCYS (Replace when necessary
      8. CHECK CENTRIFUGAL PUMPS & ELECTRIC MOTORS FOR GROUNDING
      9. START AND OPERATE BOILER
      10. PRESSURE RELIEF VALVE AND GAS SHUT OFF VALVE.
      11. TURN IN REPORT OF INSPECTION

EXHIBIT "A"
Cont..

HIDALGO COUNTY
"BOILERS REPAIRS AND MAINTENANCE SERVICE"
RFSQ

SPECIFICATIONS

6. THE INITIAL CONTRACT TERM FOR THIS PROJECT WILL BE FOR ONE (1) YEAR BUT IN NO EVENT TO EXCEED THE $50,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR) WITH THE COUNTY'S OPTION TO EXTEND FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.

7. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF WORK TERM (REFER TO EXHIBIT C).

8. ALL PRICES FOR INSPECTIONS, REPAIRS AND MAINTENANCE SHALL INCLUDE CONSIDERATION FOR HOURLY RATE PLUS PARTS PERCENTAGE MARK UP (IF APPLICABLE).

9. ALL BILLING INVOICES WILL BE ITEMIZED (PARTS, LABOR, ETC....)

10. AWARD: HIDALGO COUNTY RESERVES THE RIGHT TO:

   A- SEPARATE AND ACCEPT, OR ELIMINATE ANY ITEMS(S) LISTED UNDER THIS QUOTE THAT IT DEEMS NECESSARY TO ACCOMMODATE BUDGETARY AND/OR OPERATIONAL REQUIREMENTS;
   B- REJECT ANY OR ALL QUOTES SUBMITTED AND FURTHER RESERVES THE RIGHT TO DESIGN THE EVALUATION CRITERIA TO BE USED IN SELECTING THE LOWEST 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 THE BEST INTEREST TO DO SO.

11. RESPOND TIME UPON CALL ON REGULAR BASIS: 2 HOURS

    RESPOND TIME UPON CALL ON EMERGENCY BASIS: 1 HOURS

12. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) Depending on Work performed.

13. VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR ONSITE REPAIRS.
14. VENDOR MUST ALSO BE AVAILABLE FOR TROUBLE SHOOTING VIA TELEPHONE. PLEASE SUBMIT A RESPOND:

   A- TIME TO LOCATION 30 minutes

   B- RESPOND TIME FOR TROUBLESHOOTING. 1 hour

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: SOUTH COAST BOILER **Telephone No.** (956) 421-4140

dbn Name:

Legal Name: SOUTH COAST BOILER SERVICE, INC

Mailing Address: P.O. BOX 146 LA FERIA 78559 **Fax No.** (956) 421-3190

Physical Address: 14315 HOSS LANE

City, State, Zip HARLINGEN **Tax I.D. No.**

Remit to Address: P.O. BOX 146 **City, State, Zip** LA FERIA, TX 78559

E-Mail Address: JOE@SOUTHCOASTBOILER.COM

Representative(s) Name(s) & Title(s) ROY REYES - LEAD BOILER TECHNICIAN

Type of Organization (check one): ____ Individual ____ Partnership X Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 20-0837701 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: TEXAS **Date:** 2007 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor X Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
ROY REYES

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:
- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)
- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: BOILER PARTS

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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Sheik Brady, possess all of the APPLICABLE:

1. Licenses: 26-0837701
2. Bonds: INSURED
3. Certificates: N/A
4. Permits: N/A
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

12/20/13
Date

South Coast Boiler Svs, Inc
Company

14315 Hoss Lane
Address

Harlingen, Tx. 78552
City, State, Zip

Req #252471

EXHIBIT "B"

HIDALGO COUNTY
"BOILERS REPAIRS AND MAINTENANCE SERVICE"
RFSQ

BID PAGE

www.Joe@Southcoast.c

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any andall additional fees should be included in bid price (Reference to Exhibit "A" Specifications)

I- **MECHANICAL & ELECTRONIC SYSTEMS:** AS PER SPEC BIDDING

A. Technician Hourly Rate 35.00 Normal Business Hours 7 A.M. to 5 P.M.

B. Technician Hourly Rate 37.50 After Hours, Weekends & Holidays AFTER 5 AM & SAT-SUN A.M. to ____ P.M.

C. Mark Up (%) Rate for Electronics Parts: _____

D. Mark Up (%) Rate for Mechanical Parts: _____

E. Agreed on Parts lot list for PM purposes as recommended by vendor: YES X NO ____

II- **TROUBLE SHOOTING (PHONE) FEE PER HOUR:** N/C

A. PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: WHEN TECH LEAVES TO JOB SITE

B. PLEASE STATE ALL WARRANTIES: _____

C. WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: 35.00 EACH 30.00 ROUND TRIP

III- VENDOR SUBMITTING QUOTE MUST WARRANTY ALL WORK PERFORMED

VENDOR / COMPANY NAME: South Coast Boiler Service Inc

ADDRESS: 411 N Business 83

CITY/STATE/ZIP CODE: Harlingen Texas 7855

PHONE NUMBER: 956-535-4688 FAX NUMBER: 956-412-2556

AUTHORIZEDSIGNATURE: [signature] PRINTED NAME Steve Hall

TITLE Office Manager DATE: 8-26-13

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/03/2013

PRODUCER

J&D INSURANCE AGENCY, LLC
217 W BUS 83
LA FERIA, TX 78559

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SOUTH COAST BOILER SERVICE, INC
PO BOX 146
LA FEIRA, TX 78559
956-535-1668

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	HALLMARK SPECIALTY INSURANCE CO	800-873-6500
INSURER B	NATIONAL INTERSTATE	330-659-8900
INSURER C	TEXAS MUTUAL INSURANCE CO	800-859-5995
INSURER D		
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY		5/14/2013	5/14/2014	EACH OCCURRENCE $	1,000,0
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) $	100,0
		CLAIMS MADE OCCUR	TXG 318791-01			MED EXP (Any one person) $	5,0
						PERSONAL & ADV INJURY $	1,000,0
						GENERAL AGGREGATE $	1,000,0
		GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG $	250
		POLICY PRO-JECT LOC				$	
		AUTOMOBILE LIABILITY		6/09/2013	5/09/2014	COMBINED SINGLE LIMIT (Ea accident) $	1 000,0
		X ANY AUTO	SCA 0039487-01			BODILY INJURY (Per person) $	
		ALL OWNED AUTOS				BODILY INJURY (Per accident) $	
		SCHEDULED AUTOS	05 FORD F250			PROPERTY DAMAGE (Per accident) $	
		HIRED AUTOS	06 FORD E250				
		NON-OWNED AUTOS	10 FORD F150				
			11 FORD F250				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $	
		ANY AUTO				OTHER THAN AUTO ONLY EA ACC $	
						AGG $	
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE $	
		OCCUR CLAIMS MADE				AGGREGATE $	
						$	
		DEDUCTIBLE				$	
		RETENTION $				$	
X		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP-0001191370	5/23/2013	5/23/2014	WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	20120523			E.L. EACH ACCIDENT $	1,000
		If yes, describe under SPECIAL PROVISIONS below	IN-NETWORK			E.L. DISEASE - EA EMPLOYEE $	1,000
		OTHER				E.L. DISEASE - POLICY LIMIT $	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

BOILER INSPECTION, SERVICE & REPAIR

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, [illegible], possess all of the APPLICABLE:

1. Licenses: [illegible]
2. Bonds: [illegible]
3. Certificates: N/A
4. Permits: N/A
5. Other: [illegible]

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.

[illegible]
Authorized Signature

12-20-13
Date

South Coast Boiler Svs, Inc
Company

[illegible]
Address

[illegible]
City, State, Zip

Zimbra **martha.salazar@co.hidalgo.tx.us**

Re: SOUTH COAST BOILER Invoices #5056 & 5057

From : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us> Mon, Oct 06, 2014 05:16 PM
Subject : Re: SOUTH COAST BOILER Invoices #5056 & 5057
To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Commodity code is 94125 and the YTD expenditure is $3,875.

Rudy Salinas
Purchase Order Specialist III
Phone: 292-7000 Ext: 4875

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Monday, October 6, 2014 5:03:00 PM
Subject: Fwd: SOUTH COAST BOILER Invoices #5056 & 5057

Give me commodity code & YTD expenditures.
THX,
Marty
PS Am drafting an agenda item.

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, October 6, 2014 4:06:41 PM
Subject: Fwd: SOUTH COAST BOILER Invoices #5056 & 5057

I apologize, this was originally brought to me by Mr. Tapia. Here's the first email thread regarding South Coast Boiler. There are several other more recent emails where you were either addressed or copied by myself and Virginia, but this is where it all began.

Rudy Salinas
Purchase Order Specialist III
Phone: 292-7000 Ext: 4875

From: "Virginia Rodriguez" <virginia.rodriguez@hidalgoso.org>

Purchase Order
COUNTY OF HIDALGO

PO# 705487

DATE: 02/28/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 326917 REQ: 00252471

PHONE:

EMAIL:

SHIP TO: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

SOUTH COAST BOILER SERVICE
P.O. BOX 146
LA FERIA TX 78559

CONTACT: Virginia Rodriguez (956)393-6023

SITE: HIDALGO COUNTY JAIL

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	LOT	OM LABOR & MATERIAL TO REPAIR AND MAINTENANCE SERVICE DETENTION CENTER BOILERS TECHNICIAN NORMAL HOURLY RATE$85.00 TECHNIIAN AFTER HOURS (WEEKENT & HOLIDAYS) $127.00 TIME FEES STARTS FOR TECHNICIAN WHEN TECH LEAVES TO JOB SITE. MARK UP (%) RATE FOR ELECTRONIC PARTS: N/A MARK UP (%) RATE FOR MECHANICAL PARTS: N/A TROUBLESHOOTING (PHONE) FEE PER HOUR: N/A	2,000.00	2,000.00
		TOTAL:		2,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only **********		
		4-1100-423-21-280-002-0-431 2,000.00		

Authorized by: Martha L Salazar

AI-47004 **Purchasing Department 22. K. 2.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Hon. J. E. Guerra, HC-Sheriff **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation by project engineer, Chanin Engineering, LLC, for HCCC to award to responsible vendor, Central Air and Heating Service, Inc. submitting the lowest and best bid (& meeting all specifications/requirements) in the amount of $5,990,000.00 for Bid No. 2014-047-09-17-YSS Hidalgo County - Sheriff's Office "Hidalgo County Adult Detention Center and Law Enforcement Facility Roof &/or Air Condition Repairs &/or Replacement".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The ADC/LEC Repair Project will be funded via Certificates of Obligation, Series 2014 as approved by Commissioner's COurt on Tuesday, September 30th, 2014.

Attachments

eng recomend

bid tab

budget info

ai req

plan holders

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/21/2014 10:14 AM
Budget & Management	Veronica Ortiz	10/22/2014 09:12 AM
Glinda Pacheco	Glinda Pacheco	10/24/2014 11:28 AM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Yvette Islas Started On: 10/15/2014 11:07 AM

Final Approval Date: 10/24/2014

CHANIN
ENGINEERING LLC

Date: October 2, 2014

Jose Eduardo “Eddie” Guerra, Sheriff
Hidalgo County Sheriff’s Office
711 E. El Cibolo Rd.
Edinburg, TX 78541

RE: Hidalgo County Adult Detention Center and Law Enforcement Facility Repairs and/or Replacement Bid No. 2014-047-09-17-YSS

Based on the attached bid results held on September 17, 2014. Chanin Engineering, in the interest of all parties involved, respectfully recommends the award of the contract to, CAHS, Inc.

If you have any questions or concerns please contact our office

Thank you,

Miguel Chanin

Chanin Engineering, LLC
400 Nolana, Suite N2
McAllen, Texas 78504
Phone: (956) 687-9421 | Fax: (956) 687-3211
TBPE FIRM REG. Number F-9369

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: September 17, 2014	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: HIDALGO COUNTY ADULT DETENTION CENTER AND LAW ENFORCEMENT FACILITY REPAIRS AND/OR REPLACEMENT

BID NO.: 2014-047-09-17-YSS	**PROCURMENT SPECIALIST:**

BID # RFB#	**NAME OF COMPANY**	**BID AMOUNT**	**ADDENDUM #1 ACKNOWLEDGED**	**BID BOND OR CHECK INCLUDED**	**SUBSTANTIAL COMLETION DATE**
#1	Central Air and Heating Service Inc.	$5,990.000.00	Acknowledged	Bid Bond Included	290 Calendar Days
#2	Rio Roofing Inc.	$6,150,000.00	Acknowledged	Bid Bond Included	270 Calendar Days
#3	D. Wilson Construction Co.	$6,299, 000.00	Acknowledged	Bid Bond Included	240 Calendar Days
#4					
#5					
#6					
#7					

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Re: so account

From : Sergio Cruz <sergio.cruz@co.hidalgo.tx.us> Thu, Oct 02, 2014 01:14 PM

Subject : Re: so account

To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

Cc : Glinda Pacheco <glinda.pacheco@co.hidalgo.tx.us>, Gabriel Castaneda <Gabriel.castaneda@hidalgoso.org>, Rocio. Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Yvette,

The ADC/LEC Repair Project will be funded via Certificates of Obligation, Series 2014 as approved by Commissioner's COurt on Tuesday, September 30th, 2014.

Regards,

Sergio Cruz

Budget Officer
County of Hidalgo, Texas
Department of Budget & Management
Office: (956) 292-7000 Ext. 5424
Fax: (956) 292-7035
sergio.cruz@co.hidalgo.tx.us

From: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
To: "sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>, "Glinda Pacheco" <glinda.pacheco@co.hidalgo.tx.us>
Cc: "Gabriel Castaneda" <Gabriel.castaneda@hidalgoso.org>, "Rocio. Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, October 1, 2014 11:28:07 AM
Subject: so account

Good Morning Sergio,

I've received a call from Commander Castañeda asking me prepare an agenda item for award of "Hidalgo County Sheriff's Office Adult Detention Center and Law Enforcement Facility Repairs and/or Replacement" RFB No. 2014-047-09-17-YSS. He'd like it to be on CC the date of 10-28-14. I am in need of an account number to draw the money from. Please advise.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

956-318-2626
yvette.salinas@co.hidalgo.tx.us

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: so account

From : Gabriel Castaneda <gabriel.castaneda@hidalgoso.org> Wed, Oct 15, 2014 02:34 PM

Subject : RE: so account 1 attachment

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

Cc : 'Glinda Pacheco' <glinda.pacheco@co.hidalgo.tx.us>, 'Rocio. Villarreal' <rocio.villarreal@co.hidalgo.tx.us>, 'Sergio Cruz' <sergio.cruz@co.hidalgo.tx.us>, mario lopez <mario.lopez@hidalgoso.org>, 'Emilia Uriegas' <emilia.uriegas@hidalgoso.org>, 'Juan Tapia' <juan.tapia@hidalgoso.org>, 'Richard Ozuna' <richard.ozuna@hidalgoso.org>

Ms. Yvette,

Attached you will find the Project engineer's letter in regards to the ADC/LEC Facility Repairs and/or Replacement Project. I asked that you proceed with an agenda item for the awarding of the bid process. Attached is the response by BMD, as they will be utilizing C/O funds. I have contacted them and they will be filling in the account number as soon as they make that determination. Please contact me if you have any questions. Thank you for your assistance.

Sincerely,

G. Castañeda

From: Sergio Cruz [mailto:sergio.cruz@co.hidalgo.tx.us]
Sent: Thursday, October 02, 2014 1:14 PM
To: Yvette Salinas
Cc: Glinda Pacheco; Gabriel Castaneda; Rocio. Villarreal
Subject: Re: so account

Yvette,

The ADC/LEC Repair Project will be funded via Certificates of Obligation, Series 2014 as approved by Commissioner's COurt on Tuesday, September 30th, 2014.

Regards,

Sergio Cruz

Budget Officer
County of Hidalgo, Texas
Department of Budget & Management
Office: (956) 292-7000 Ext. 5424
Fax: (956) 292-7035
sergio.cruz@co.hidalgo.tx.us

From: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
To: "sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>, "Glinda Pacheco" <glinda.pacheco@co.hidalgo.tx.us>
Cc: "Gabriel Castaneda" <Gabriel.castaneda@hidalgoso.org>, "Rocio. Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, October 1, 2014 11:28:07 AM
Subject: so account

Good Morning Sergio,

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Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

Engineer Letter of Recommendation ADC&LEC Repair Projject.pdf
129 KB

Hidalgo County Adult Detention Center and Law Enforcement
Facility Repairs and/or Replacement
Bid No. 2014-047-09-17-YSS

SET #	NAME	COMPANY	PHONE/FAX NUMBER/ EMAIL
1	Miguel Chanin	Chanin Eng. LLC	Phone: 956-687-9421 Fax: 956-687-3211 Email:
2	MEP Solutions Engineering	Mep Solutions	Phone: Fax: Email:
3	Sam Garcia	Sam Garcia Architects	Phone: Fax: Email:
4	Hidalgo Co. purchasing dept	Hidalgo Co.	Phone: Fax: Email:
5	D. Wilson Construction	Ernest Treviño	Phone: 956-686-9573 Fax: 956-686-3270 Email: Ernestt@dwilsonconstruction.com
6	Melissa	D. Wilson Construction	Phone: Fax: Email: melissac@dwilsonconstruction.com
7	Jenni Arburn	Secure Control Systems	Phone: 210-530-5245 ext 106 Fax: 210-530-5747 Email: jenni@securecontrolsystems.com
8	Yolanda Cruz	AGC	Phone: Fax: 956-423-4091 sanjuanta Email:
9	Carlos R Castaneda	Lewis Mechanical Sales, Inc.	Phone: (956) 566-9540 Fax: (888)428-4620 Email: carlos@lewismechanicalsales.com
10	Aldo Garcia	Garcia Paint Group	Phone: 956-562-8472 Fax: Email: Garciapaintgroup@yahoo.com
11	Yazmin Lopez	AFC Builders	Phone: (956) 783-3589 Fax: 783-3568 Email: Yazmin@afcrgv.com
12	Lisa Salinas	Faires plumbing INC	Phone: 383-3221 Fax: Email: Lisa@fairesplumbing.com
13	Tom Gonzalez	Rio Roofing, Inc	Phone: 956-423-3359 Fax: 956-423-3382 Email: rioroofervp@aol.com
14	Tom Gonzalez	Rio Roofing, inc	Phone: 956-423-3359 Fax: 956-423-3382 Email: rioroofervp@aol.com
15	Melanie Auer	Reed construction data, inc	Phone: 770-209-3354 Fax: Email: melanie.auer@reedbusiness.com

Hidalgo County Adult Detention Center and Law Enforcement
Facility Repairs and/or Replacement
Bid No. 2014-047-09-17-YSS

SET #	NAME	COMPANY	PHONE/FAX NUMBER/ EMAIL
16	Michael Aguilar	CAS companies	Phone: 956-216-8200 Fax: 956-216-8069 Email: maguilar@caslp.com
17	Joe Ochoa	Frost Air	Phone: 789-0391 Fax: 682-3965 Email: frost.11472@gmail.com
18	Guadalupe Escobedo III	American Contractors USA	Phone: 956-357-8036 Fax: 956-748-2891 Email: acusainc@aol.com
19	RICK Flores	Southern Steel	Phone: 956-464-7766 Fax: Email: rick@southernsteelinc.com
20	Ramon Lorano	Rain Seal	Phone: 361-576-0826 Fax: 361-485-9393 Email: ramon@rsminc1.com
21	Frank Mata	CAHS inc	Phone: 956-245-3829 Fax: Email: f.mata@cahsinc.com
22	Juan Tapia	Hidalgo Co. Sheriff's office	Phone: Fax: Email:
23	Karen Sesters	Virtual Builders exchange	Phone: 210-564-6900 Fax: Email:
24	Gilberto Enriquez	E-Con	Phone: 259-8005 Fax: 259-8009 Email: genriquez@enriquezenterprises.net
25	" "	E-Con	Phone: " Fax: Email:
26	Hector Prado	Easley Const.	Phone: (361) 575-0294 Fax: (361) 575-4517 Email: hprado@the-ar-group.com
27	Tom Koepke	Koepke Inc	Phone: 956-585-2254 Fax: 956-581-6057 Email: KoepkeInc956@yahoo.com
28	Romeo Garcia	Texas Descon	Phone: 956-682-1225 Fax: 956-682-7369 Email: TINA@TEXASDESCON.COM
29	Romeo Garcia	Texas Descon	Phone: Fax: Email:
30	Romeo Garcia	Texas Descon	Phone: Fax: Email:

Hidalgo County Adult Detention Center and Law Enforcement
Facility Repairs and/or Replacement
Bid No. 2014-047-09-17-YSS

SET #	NAME	COMPANY	PHONE/FAX NUMBER/ EMAIL
31	Romeo Garcia	Texas Dascon	Phone: 682-1225 Fax: Email: Tuna@Texasdascon.com
32			Phone: Fax: Email:
33			Phone: Fax: Email:
34			Phone: Fax: Email:
35			Phone: Fax: Email:
36			Phone: Fax: Email:
37			Phone: Fax: Email:
38			Phone: Fax: Email:
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44			Phone: Fax: Email:
45			Phone: Fax: Email:

AI-47130 **Purchasing Department 22. K. 3.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Hon. J. E. Guerra, HC-Sheriff **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of the scoring/evaluation grid (for purpose of CC determination as "Qualified" so as to proceed with next step of the procurement process) of the sole response received from Dr. John Lung, MD (as detailed in documentation attached herein) for:**Professional Physician Services for Inmates for Hidalgo County Sheriff's Office-**RFQ 2014-343-09-17-YZV; if applicable,

B. Authority for Purchasing Department and/or other County Staff to negotiate a professional services contract with the "qualified" physician _____ for the provision of "**Professional Physician Services for Inmates"** for Hidalgo County Sheriff's Office; or, consider and take action on these options;

C. Requesting authority to advertise and approval of procurement packet as attached hereto for Physician Services for Inmates

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Attachments

Acceptance-Participation Sheet

SOQ PACKET-DRAFT

Scoring Grid for Award

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/23/2014 03:01 PM
Budget & Management	Veronica Ortiz	10/23/2014 03:04 PM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Yolanda Velasquez Started On: 10/23/2014

Final Approval Date: 10/24/2014

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF DEPARTMENT

ACCEPTANCE DATE: SEPTEMBER 17, 2014 | **ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFQ: HIDALGO COUNTY –"PROFESSIONAL PHYSICIAN SERVICES FOR INMATES"

RFQ № 2014-343-09-17-YZV | **BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGED
#1	**Dr. John Lung, MD**	√
#2		
#3		
#4		
#5		
#6		
#7		
#8		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ&P PACKETS

IBF-RFB-RFP-RFQ-RFQ&P-RFI

RFQ ACCEPTANCE DATE: SEPTEMBER 17, 2014 **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/RFQ/P DESCRIPTION: "Professional Physician Services for Inmates-Hidalgo County Sheriff's Office".

RFQ NO: 2014-343-09-17-YZV

	NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY, STATE, ZIP CODE PHONE & FAX NUMBERS
01	John Lung, MD.	IP	Signature YZV	09/03/14	1901 S 24th Avenue Edinburg, Texas 78539
02	InGenesis Kayla Bean	Email	kbean@ingenesis.org YZV	09/03/14	6609 Blanco Rd. Ste 300 San Antonio, TX 78216 Tel: 210-366-0033 x 316
03	Medstaff National Medical Staffing Pam Stambaugh	Email	Pam.stambaugh@medstafflt.com YZV	09/03/14	15200 Weston Parkway Ste 104 Cary, NC 27513 Tel: 800-476-3275
04	Supplemental health Care Nikita Fields	Email	nfields@supplementalhealthcare.com YZV Tel: 770-225-8466	09/03/14	6600 Peachtree Dunwoody RD Bldg 400 Ste, 125 Atlanta, GA 30328
05	Correct Care Solutions June Crawford	Email	jcrawford@correctcaresolutions.com YZV	09/03/14	1283 Murfreesbord Rd Ste 500 Nashville, TN 37217 Tel: 800-592-2974
06	Prime Vendor Inc Katie Collier	Email	Katie.collier@prime-vendor.com YZV	09/03/14	46220Cedar Avenue Ste 123 Wilmington, NC 28403 Tel; 800-746-9554
07	Wexford Health Sources, INC Wendelyn R. Pekich	Email	wpekich@wexfordhealth.com YZV Tel: 412-937-5216	09/04/14	501 Holiday Drive Foster Plaza Four Pittsburgh, PA 15220
08	Soliant Physician Staffing Joyce Elliott	Email	Joyce.elliott@soliant.com YZV	09/04/14	Tel: 888-292-3338
09					
10					
11					
12					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

EXHIBIT "A"

REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL PHYSICIAN SERVICES FOR INMATES-HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)"

RFQ No. 2014-000-00-00-YZV

Hidalgo County will be accepting Statements of Qualifications from qualified Physician(s) to provide physician services for Hidalgo County Adult Detention Facility (Jail). The County of Hidalgo is seeking to enter into a services contract(s) with a state-registered/licensed (Texas physician(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "Physician(s) Services for the Adult Detention Facility (Jail)". Request For Qualifications" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, Month 00, 2014. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Deliver Submittal to:
RFQ Number: 2014-000-00-00-YZV

The Submittal Envelope/Packet Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, Month 00, 2014 at 5:00 p.m. Responses will be sent to all applicants by Friday, Month 00, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant 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 No. 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 D) 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: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications/proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications/proposal, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals must be signed. Please sign the original in blue ink.

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

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

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 will result in disqualification of the submitted RFQ. A total of one (1) original and seven (7) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

PROJECT OVERVIEW:
The County of Hidalgo must provide pursuant to Texas Commission on Jail Standards provisions, Chapter 273, "Health Services", (medical, dental and health services) in accordance with the approved health services plan. These services may include, but shall not be limited to, the services of a licensed physician, professional and allied health personnel, hospital or similar service.

PHYSICIAN(S) QUALIFICATIONS-REQUIREMENTS: The County of Hidalgo is seeking to contract with a competent qualified physician(s) to provide services for the Adult Detention Facility (Jail). This section will contain the minimum requirements to qualify a competent physician(s) to provide services for the Hidalgo County Adult Detention Facility (Jail), including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Must have a minimum of (5) years experience in general practice;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration.
- Revocation or suspension of the Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45CRF76;
- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ;
- The qualified physician(s) should provide a copy of their Professional Liability Insurance (malpractice) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein;
- Must be or become a member of the Hidalgo County Medical Society;
- Serving on general call 24 hours a day, 7 days a week, except when out of town;
- When unavailable, physician must make all necessary arrangements for a substitute physician to perform the duties of correctional physician;
- Must provide sick call hours of four (4) hours per week at the Hidalgo County Adult Detention Facility (Jail).

Term of Agreement: The term of the agreement will be for an initial period of 2 years with the County's option to renew for an additional 2 one(1) year terms under the same rates, terms and conditions.

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

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS . The qualified physician(s) should add copies of their certificate of license from the Texas Board of Medical Examiners.

SCOPE OF SERVICES: The Physician Services contract will encompass all project-related medical services to the County of Hidalgo including, but not limited to, the following:

a. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
b. Conducting physical examinations of the Clients as required by the Department;
c. Conducting other evaluations and tests on each Client as required by the Department;
d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
e. Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility (Jail) who require medical services. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;
f. Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients, and/or residents served by the Contractor.
g. Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;
h. Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;
i. Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;
j. Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

k. Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;

l. Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;

m. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmary Department;

n. Physician shall be responsible for making arrangements acceptable to, and at no additional expense to the county, for adequate coverage during any absence by Physician. The County, through the Sheriff of the County, shall not unreasonably withhold acceptance of any such arrangements.

o. Physician shall remain responsible for the services herein requested at all times during the term of services agreed to in this RFP. Physician may have a qualified substitute physician render services herein requested. The substitute physician must meet the qualifications-requirements as set forth in this RFP.

p. Physician must submit the name of the qualified physician to the county and make all necessary arrangements for the performance of services should Physician not be available for a period exceeding forty-eight (48) hours.

FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN, MAY RESULT IN TERMINATION, WITHOUT PENALTY, OF ANY CONTRACT ENTERED INTO PURSUANT TO THIS RFP.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

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. Once selected, proposer is to provide a fee proposal for the following scope of work.

PART III -SELECTION & SCHEDULES

SELECTION PROCEDURES:

RFQ submittal evaluation will be based on the criteria outlined below,

PROPOSAL RANKING: Departmental Committees will evaluate and rank the written RFQ. After the RFQ have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: If negotiations prove unsuccessful, the next highest ranked physician will be contacted. The County of Hidalgo reserves the right to reject any and all RFQ.

TERMINATION OF SERVICES:

Any contract awarded to a qualified physician will be in effect until (a) the contract expires, (b) performance of all services ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION:

The evaluation system consists of a 100-point system. The physician(s) will be ranked after evaluation. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined in Exhibit "B".

EXHIBIT B
SELECTION CRITERIA

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL PHYSICIAN SERVICES FOR INMATES-HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)"

RFQ NO: 2014-000-00-00-YZV

EVALUATION CRITERIA/RFQ Evaluation Criteria

The submitter's RFQ/P will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ/P Evaluation Form."

1. Physician(s) Qualifications/Certifications/and other Credentials (30)
The physician(s) should provide information related to qualifications. The physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. Understanding the Services/Methodology (20)
The physician(s) must state the approach and/or (methodology) in achieving and rendering all services detailed and required for the "Professional Physician Services for Inmates" for Hidalgo County Adult Detention Facility (Jail). If the Physician(s) currently have an active practice, the Physician(s) must state in detail how it can comply and render all the services, and requirements detailed for the contract. Physician(s) should include any local issues or concerns that directly affect the Physician(s) understanding of the project.

3. Experience (20)
The Physician(s) meets the five (5) year practice required.

4. Ability to Commit to all Services Required (30)
The Physician(s) should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)
"PROFESSIONAL PHYSICIAN SERVICES FOR INMATES"
RFQ NO: 2014-000-00-00-YZV

EVALUATION FORM

Selection Criteria	Points	Score
1. Physician(s) Qualifications/Certifications/and other Credentials The Physician(s) should provide information related to qualifications. The Physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.	**30**	_____
2. Understanding the Services/Methodology The Physician(s) must state the approach and/or (methodology) in achieving and rendering all services detailed and required for the "Professional Physician Services for Inmates for Hidalgo County Sheriff's Office. If the Physician(s) currently have an active practice, the Physician(s) must state in detail how it can comply and render all the services, and requirements detailed for the contract. Physician(s) should include any local issues or concerns that directly affect the Physician(s) understanding of the project.	**20**	_____
3. Experience The Physician(s) meets the five (5) year practice required.	**20**	_____
4. Ability to Commit to all Services Required The Physician(s) should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.	**30**	_____
	Total Score	_____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Provider: _____ Date: _____

Evaluator Name: _____ Department: _____

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-14-000-00-00

THIS AGREEMENT is made as of the ____ day of, _____, 20__ by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and **, M.D.** (hereinafter "Physician") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of professional medical services for the residents of the Hidalgo County Adult Detention Facility (the “Clients”) that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Hidalgo County Adult Detention Facility (the “Jail”).

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Physician agree as follows:

1. Physician agrees to provide to the Jail and its Clients the services required of Physician until replaced by Hidalgo County. These services include, but are not limited to:

   (a) Providing and maintaining a medical license under which all medical activities of the Jail employees will take place;
   (b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures:
   (c) Conduct physical examinations of the Clients as required by the Jail;
   (d) Conducting other evaluations and tests on each client as required by the Jail;
   (e) Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Jail of the results of such tests and examinations, as required by the Jail, including but not limited to, the

Radiology Tests (i.e. X-rays for all inmates) performed on Hidalgo County Inmates involving and/or subject to tuberculosis;

(f) Together with a nurse, provided at the sole cost and expense of the Jail, Physician will conduct and /or oversee Sick Call Clinics for all inmates incarcerated at the Jail who require medical services two (2) hours per day, twice a week. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Physician to follow up medications, treatments and similar requirements;

(g) Physician shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Physician and for Clients, inmates, patients, and/or residents served by the Physician.

(h) Provides consultation, hands on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail Facilities;

Physician shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available at the jail;

(j) Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed be either the Jail or the Texas Commission on Jail Standards;

(k) Physician shall permit Jail and the Texas Commission on JailStandards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

(l) Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Jail;

(m) Physician will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;

(n) The qualified Physician must provide and maintain a Texas Controlled Substance Registration listing the Jail's physical address in order to maintain and store/stock medications needed by the Contract Physician and Detention Infirmary Department;

2. Contractor represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Hidalgo County Sheriff or such suspension or revocation.

3. As consideration for the above and foregoing, County shall submit a monthly billing statement to the Jail (P.O. Box 1228, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to the Jail during the statement period. Upon receipt of said statement, the Jail shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Contractor shall be compensated in the amount of $_____ and No/100ths Dollars ($) per month for the services provided to the Jail hereunder.

4. Contractor must comply with all applicable laws and regulations of the Jail and County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is not an employee of the Jail, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Jail, Hidalgo County, Texas, and/or any agency thereof, including, but no limited to benefits associated with Hidalgo County's Civil Service Program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Jail and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all. Contractor agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Contractor agrees to continue for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. Contractor agrees to provide professional liability insurance covering his activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

7. Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

8. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

9. The term of this Contract shall be for a period of two (2) years and shall commence on **MONTH 00, 2014** and end on **MONTH 00, 2016** with the County's option to renew for two (2) one (1) year options.

12. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (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, Texas
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Contractor: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

DRAFT

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

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

Date:

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date:

PHYSICIAN:

By

Date:

Approved by Commissioners' Court on _____

Approved as to form:

By:_____
Atlas & Hall, LLP

Date:

DRAFT

EXHIBIT “A”
RFP/Q
REQUIREMENTS

DRAFT

EXHIBIT “B”
RFP/Q
RESPONSE

DRAFT

EXHIBIT “B1”
NEGOTIATED MONTHLY AMOUNT

DRAFT

EXHIBIT “C”
INSURANCE REQUIREMENTS

DRAFT

HIDALGO COUNTY

"Professional Physician Services"
RFQ № 2014-343-09-17-YZV
EVALUATION GRID

EVALUATION CRITERIA	PROPOSER				
	Dr. Jo n Lun , MD				
	GRADERS				
	1	2	3	4	5
P ysician(s) Qua i ications/and ot er Credentia s	30	30	30	30	30
Understandin t e Ser ices/Met odo o y	20	20	20	20	20
E perience	20	20	20	20	20
A i ity to commit a ser ices re uired	30	30	30	30	30
Tota	100	100	100	100	100
TOTAL AVERAGES	100				
Designated/Approved by CC as "Qualified" to proceed with negotiation phase of procurement process.	Yes_____		No_____		

AI-46883 **Purchasing Department 22. L. 1.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Hon. A Guajardo, Jr, HC-Clerk **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final negotiated contract with Kofile Systems, Inc. (the number one ranked vendor by CC 09-30-14) for RFP 2014-286-09-03-YZV - "Records Management & Document Imaging Process".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1237-415-40-180-003-0-341

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

BUDGETARY IMPACT:

Funds available as of 10/24/14.

Attachments

MINUTES-9-30-14

c-14-286-10-28-KOFILE

Legals Approval of Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/21/2014 09:56 AM
Budget & Management	Veronica Ortiz	10/22/2014 08:32 AM
Glinda Pacheco	Glinda Pacheco	10/24/2014 10:05 AM
Auditor's Office	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Yolanda Velasquez Started On: 10/08/2014 01:59 PM

Final Approval Date: 10/24/2014

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
September 30, 2014
9:30 A.M.

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

1. **Roll Call**

All members of the Court were counted present.

2. **Pledge of Allegiance**

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**

Virginia Townsend led the Court and Audience in Prayer. Judge Garcia requested a moment of silence for Ms. Lydia Velasco whom was a Registered Nurse with the Hidalgo County Health Department.

4. **Approval of Consent Agenda**

The Court moved to approve the Consent Agenda for the exception of Items 11.A.5, 11.K, and 11.I to be pulled for discussion.

5. **Open Forum**

Opal Billman expressed that she had been arrested and tried for trespassing twice and found not guilty because she cannot trespass on her own land. No one ever testified at her trials that she was trespassing on their land. She still wants to know who was awarded her community property.

Virginia Townsend commented on a possibility of getting a break on taxes from the County. She also commented on the politiquera issue and how the only ones to stop to it are the elected officials.

Commissioner Pct. 4, Joseph Palacios, disclosed an issue there was with the heavy rains in his Precinct receiving 5 – 6 inches of water. He wanted to express his appreciation to the American Red Cross, Hidalgo County Drainage District, Victor Garza from the D.A.'s Office, Sheriff's Department, Precinct 4 staff and all the agencies that assisted in the relief.

The Court proceeded to Items 19.A and 20.A.1.

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

A. **AI-46748** Update to the Hidalgo County Regional Mobility Authority Strategic Plan by Pilar Rodriguez, Executive Director

At this time, Commissioner Tito Palacios and Judge Ramon Garcia stepped away from the meeting.

Mr. Pilar Rodgriguez, Executive Director, along with Louie Jones and Eric were present to give an update on the RMA Strategic Plan. He explained that there was an amendment approved by the Board of Directors last week which made a significant change to the financing ability. The original plan was based on an Intermediate Grade Traffic and Revenue Study, but they now are working with an Investment Grade Traffic and Revenue study. Revenues increased by 25%, but costs also increased 10%. Because they have more money to leverage for the project, locally, TXDOT may consider it favorable.

Commissioner Joseph Palacios asked Mr. Rodriguez about the negative publicity that the Highway 68 Project has attracted and if there were other alternatives to realign the highway for the sake of the residents it is affecting. Mr. Rodriguez stated that they have recommended to TxDOT that they consider other alternatives.

Vote: 5 - 0 - Unanimously

D. **AI-46502** Sheriff Office (1100):
1. Approval of Certification of Revenues by County Auditor for the Sheriff.
2. Approval of 2014 appropriation of funds for Sheriff in the amount of $9,434.56 to fund equipment and vehicles repair and maintenance supplies.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval of Items 1 and 2.

Vote: 5 - 0 - Unanimously

E. **AI-46710** 1. Presentation and discussion on financing of Capital Improvement Plan projects.

Mr. Noe Hinojosa, Hidalgo County Financial Advisor with Estrada and Hinojosa Investment Bankers, demonstrated their plan of finance to attempt to fund a portion of 342 million dollars in capital improvement planning. The proposed new courthouse, estimating 187 million dollars and improvements to the Adult Detention Center, estimating 63 million dollars equal almost 72% of the entire Capital Improvement Plan. The plan he presented was an attempt to fund a portion and prepare for future funding of these projects. The packet he provided demonstrated the sources of funding and further describe how the plan would work.

2. Consideration and approval of resolution authorizing publication of the County's Notice of Intent to Issue with respect to the Hidalgo County, Texas Certificates of Obligation, Series 2014.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

3. Consideration and approval of an order authorizing the issuance, sale and delivery of Hidalgo County Limited Tax Refunding Bonds, Series 2014; delegating certain authority to the County Judge pursuant to the provisions of Texas Government Code, Sections 1207.007 and 1207.008; levying a continuing direct annual ad valorem tax; authorizing the refunding of certain outstanding bonds; authorizing the execution of a bond purchase contract; approving an official statement, execution of an escrow and trust agreement, and making other provisions regarding such bonds and matters incident thereto.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

4. Consideration and approval of resolution designating the County Judge of Hidalgo County as authorized representative of Hidalgo County to give notice of intent to reimburse expenditures with proceeds of tax exempt obligations.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

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

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

A. **Hidalgo County**

2. **AI-46519** Presentation of the responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein & meeting all specifications and/or requirements) for the purpose of award and approval of contract for: RFB titled: Hidalgo County-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt" through project No.: 2014-315-09-03-SGS.

This Item was discussed after 18.B. Judge Ramon Garcia and Commissioner Tito Palacios were not present.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval to contract Ergon.

Vote: 3 - 0 - Unanimously

3. **AI-46569** Acceptance and approval to exercise the County's option to extend the 3rd and final one (1) option with same rates, terms and conditions as stated on contract with Brown & Brown Lone Star Insurance Services, dba, Alamo Group Insurance for "Consulting Services for Self-Funded Insured Group Health" project.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

The Court proceeded to Item 20.B.1.

4. **AI-46729** Pursuant to RFQ contents, action on the designation/appointment of Evaluation Committee for the scoring and grading of Statements of Qualifications received in response to the RFQ PROFESSIONAL ARCHITECTURAL CONSULTING SRVS-DESIGN & CONSTRUCTION OF COURT HOUSE & JUDICIAL BLDG.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval to appoint the Chiefs of Staffs.

Vote: 4 - 0 - Unanimously

The Court proceeded to Item 6.

B. **Sheriff's Office**

1. **AI-46636** a. Presentation of the scoring/evaluation grid (for purpose of CC determination as "Qualified" so as to proceed with next step of the procurement process) of the sole response received from Dr. John Lung, MD (as detailed in documentation attached herein) for:**Professional Physician Services for Inmates for Hidalgo County Sheriff's Office-** RFQ 2014-343-09-17-YZV.

NO ACTION taken on this Item.

b. Authority for Purchasing Department and/or other County Staff to negotiate a professional services contract with the qualified participant_____ for the provision of "**Professional Physician Services for Inmates"** for Hidalgo County Sheriff's Office.

NO ACTION taken on this Item.

C. **County Clerk**

1. **AI-46546** A. Presentation of scoring grid for the purposes of ranking by Commissioners' Court, the responses received in connection with the Request for Proposals for: **"Records Management & Document Imaging Process"-** RFP 2014-286-09-03:

APPROVED

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

COMPANY	AVERAGE SCORE	RANKED
Kofile Systems, Inc	95.60	1
Property Info Corporation	76.40	3

Xerox Services (Government Records Services, Inc.)	77.60	2

APPROVED

B. Requesting authority for Purchasing Department to proceed to negotiate a "Best and Final Offer" with the number one ranked company of KOFILE SYSTEMS, INC for the provision of **"Record Management & Document Imaging Process"** for Hidalgo County Clerks' Office.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-46694** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

D. **AI-46670** Claim of Adan R. Garza

E. **AI-46672** Claim of Ezequiel Casanova

F. **AI-46674** Claim of Sergio Rodriguez

G. **AI-46724** Claim of Gabriela L. Ventura

NO ACTION taken on Items 21.A - 21.G.

22. **Open Session:**

A. Real Estate Acquisition and appropriation for same

NO ACTION taken on this Item.

B. Pending and/or potential litigation

NO ACTION taken on this Item.

C. **AI-46695** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval settle with one plaintiff, Miguel Flores, in the amount of $12,500.

Vote: 3 - 0 - Unanimously

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval to give authority to Valarie Glass to continue settlement negotiations with the balance of the plaintiffs.

Vote: 3 - 0 - Unanimously

D. **AI-46671** Claim of Adan R. Garza

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval for settlement authority in the amount of $7,500 to be made payable to Adan R. Garza and Loncar & Associates.

Vote: 3 - 0 - Unanimously

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-276-10-28

THIS CONTRACT is made and entered into this **28t** day of **Octo er** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), **and o i e Systems, Inc.,** a Texas. ("Company").

WHEREAS, Company responded to advertised notices for bids for **Records, Mana ement and Document Ima in Process** (the "Services"); and

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

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hida o County C er s O ice**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFP within **Hida o County** following a request for Services by

Hida o County or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period **o our (4) years,** commencing upon approval of Commissioner's Court and expiring on **Octo er 27, 2018** and may be extended at the sole discretion of the County for an additional **one (1) year term**, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Following the expiration of the additional one (1) year extension term, this contract may be renewed on a month to month basis for a period not to exceed six (6) months, under the same rates terms and conditions.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

7. Company shall provide insurance in force on all its vehicles and all

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

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

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

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

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

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

If to County: **T e County o Hida o**
Attn: County Jud e
302 West Uni ersity Dri e
Edin ur , Te as 78539

If to Company **o i e Systems, Inc.,**
6300 Cedar Sprin s Road
Da as, Te as 75235

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) this contract expires, or (b) terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that , during any term hereof, the Commissioners Court does not appropriate sufficient funds to met the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann ‘271.903 (Vernon Supp. 1996).

18. This Agreement contains the entire contract between the parties hereto and

each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and not otherwise.

19. Immunities: Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this____ day of _____, 2014.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

o i e Systems, Inc.

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:

Atlas & Hall, & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

EXHIBIT “A”
PROCUREMENT PACKET

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

August 21, 2014

Re: **Addendum No. 1**

RFP No: **2014-286-09-03-YZV**

Hidalgo County Clerk's Office –**"RECORDS MANAGEMENT & DOCUMENT IMAGING PROCESS"**

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY CLERK'S OFFICE "** Request for Proposals for "Records Management & Document Imaging Process".

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: yolanda.velasquez@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 x-4881.

Please be advised that this **ADDENDUM NO. 1** will complete your RFP packet for **HIDALGO COUNTY-**"Records Management & Document Imaging Process"**.**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Print Name

MLS/yzv
Enclosures

ADDENDUM NO. 1

August 21, 2014

RFP No. 2014-286-09-03-YZV

"Hidalgo County Clerk's office-Records Management & Document Imaging Process"

PLEASE NOTE THE FOLLOWING CHANGES and/or ADDITIONS

1. Please add the attached "VENDOR APPLICATION-W-9 FORMS" (consisting of six (6) pages), AS THEY WERE INADVERTENTLY LEFT OUT OF THE RFP PACKET.

2. Please add this Addendum No 1 to your Proposal so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, August 21, 2014 ***RFP NO.:2014-286-09-03-YZV-Hidalgo County Clerks' Office - -"Records Management & Document Imaging Process"***

_____ _____

Printed Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR RFP PACKET.**

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: _____ **Telephone No. (____)** _____

dba Name: _____

Legal Name: _____

Mailing Address : _____ **Fax No. (____)** _____

Physical Address: _____

City, State, Zip: _____ **Tax I.D. No.:** _____

Remit to Address : _____ **City, State, Zip:** _____

E-Mail Address: _____

Representative(s) Name(s) & Title(s): _____

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____
State Identification No.: _____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:** _____ **Other:** _____

Type of Business (check one): ☐ **Manufacturer** ☐ **Wholesaler** ☐ **Retailer** ☐ **Broker**
☐ **Distributor** ☐ **Service Organization** ☐ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

_____

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing): _____ **Date Rec'd by (Purchasing):** _____

Date Forwarded Information to Auditor's Office: _____ **Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable) ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: (___) _____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable) ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:_____
Contact Person: _____ Title: _____ Phone No.: (___) _____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable) ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: (___) _____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. 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.

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

August 18, 2014

_____

_____

_____

_____

Re: **HIDALGO COUNTY CLERK'S OFFICE – RFP 2014-286-09-03"Records Management & Document Imaging Process"**

Dear Respondents:

Enclosed please find a Request for Proposal (RFP) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

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

REQUEST FOR PROPOSAL (RFP)

CHECKLIST
HIDALGO COUNTY
"Records Management & Document Imaging Process"
RFP Nº 2014-286-09-03

1. **Request for Sealed Bids Letter and Checklist, consisting of __2__ pages.**
2. **Request for Proposals, Legal Notice, consisting of __9__ page.**
3. **Exhibit "A", Specifications, Requirements, & Scope of Services , consisting of 16 pages.**
4. **Exhibit "B", consisting of __3__ pages.**
5. **Exhibit "C", Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of __1__ page.**
7. **Exhibit "E", Proposer's Affidavit, consisting of __1__ page.**
8. **Proposer/Vendor/Bidder Application and W-9 form consisting of __6__ pages.**
9. **Certification Regarding Debarment, consisting of __1__ page.**
10. **Draft Service Contract, consisting of __6__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, via email or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB Purchasing Agent

August 18, 2014
Date

RFP NO: 2014-286-09-03	BUYER III: Yo anda . Ve as ue	Te . No: (956) 318-2626

REQUEST FOR PROPOSALS

Hida o County
Edinburg, Texas

Records Mana ement Document Ima in Process

(NIGP-Code: 958-82)

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626 Form HCPD-04

LEGAL NOTICE **RFP NO: 2014-286-09-03-Y V**

1. Sealed proposals will be received for **Records Mana ement Document Ima in Process ,** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2014-286-09-03-Y V- Records Mana ement Document Ima in Process** and in County's Purchasing Department, **p ysica address:** 2802 S. Business Hwy. 281; **mai in address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or e ore 9:30 a.m., Wednesday, Septem er 03, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PAC AGE WITH REFERENCE TO: RFP NO: 2014-286-09-03-Y V- Records Mana ement Document Ima in Process .

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED ia acsimi e to (956) 292-7612 or ia e-mai to: yo anda. e as ue co. ida o.t .us BY NO LATER THAN Wednesday, **Au ust 27, 2014** at 5:00 p.m. Responses will be sent to all applicants by Friday, **Au ust 29, 2014**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hida o County reser es t e ri t to re use and re ect any/a proposa s and to ai e any/a orma ities or tec nica ities, or to accept t e proposa considered t e est and most ad anta eous to Hida o County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in

order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

. No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful proposer
b) Name and address of receiving department or official
c) Purchase Order Number and Contract Number (if any)
d) Notation – **Records Mana ement Document Ima in Process**
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:

Hida o County Auditor s O ice
Ray Eu racio, County Auditor
2802 S. Business H y. 281
Edin ur , TX 78539
956-318-2511

17. Schedule of Events

Pro ected Proposa Openin , 9:30 A.M.,	**Septem er 03, 2014**
Pro ect/Anticipated A ard Date:	**, 2014**
Commence Work or Deliver Products	**, 2014**

18. ~~Bid or Performance Bond and~~ **De arment Certi ication**~~; 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.~~

A participants are re uired to urnis a certi ication or ac no ed ment statin t at t e contractor or endor is ree rom suspension or de arment pursuant to edera re u ation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except

in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the proposal;

. Be able to comply with the required or proposed delivery schedule;

. Have a satisfactory record of performance;

. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval Items found to be defective or not meeting specifications shall be replaced by

successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **a** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

REQUEST FOR PROPOSAL
Hida o County C er s O ice

Records Mana ement Document Ima in Process
RFP NO: 2014-286-09-03-Y V

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT A

SPECIFICATIONS, REQUIREMENTS, AND SCOPE OF SERVICES

HIDALGO COUNTY CLERK'S OFFICE

REQUEST FOR PROPOSAL

"RECORDS, MANAGEMENT AND DOCUMENT IMAGING PROCESS"

RFP NO: 2014-286-09-03-YZV

HIDALGO COUNTY CLERK'S OFFICE
REQUEST FOR PROPOSAL
"RECORDS, MANAGEMENT AND DOCUMENT IMAGING PROCESS"
RFP NO: 2014-286-09-03-YZV

Overview:

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

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Records, Management and Document Imaging Process"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, September 03, 2014. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: **2014-286-09-03-YZV**

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, August 27, 2014, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, August 29, 2014. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

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

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

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

DURATION OF CONTRACT: The initial term of the contract shall be for a ***Four (4) Year period after date of award of contract***, with the County's option for an additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to renew this contract on a month to month basis for a period not to exceed six (6) months at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. The system must be implemented and fully operational within **one hundred eighty (180**) calendar days from date of contract award. Additional requirements to be included in the contract, stated under **Scope of Services** in ***Exhibit "A"*** .

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

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposer's understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

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

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

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

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

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

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

The vendor may bid on all or part of the RFP. Proposals must be divided as follows:

1. Records Management document imaging including cashiering and processing of all documents with capability of system providing for all indexing of documents to be performed in house by County Clerk Staff. Proposal should include a Web Portal for the public to perform advanced property record searches.

2. Full service indexing of all real property records performed by vendor with a guaranteed 72 hour turnaround time from date of filing. Please provide a price per document.

The vendor must provide the following services:

1. Creation and delivery of microfilm from the digital images of scanned real property documents as an archival media.

2. Guarantee that all indexing of Real Property Records will be posted within 72 hours.

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

The vendor must perform all work-no subcontractors are allowed unless pre-approved by Hidalgo County Clerk. Vendors must provide evidence of their in-house capability.

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

Vendor must provide an audited financial statement.

Vendor must furnish Hidalgo County with at least (5) references of existing county clerk offices where vendor has demonstrated high quality record management services, including County name, contact name, telephone number and length of service.

The system functionality includes digital image capture (scanning), storage, retrieval, and automated cashiering that include, but are not limited to the following documents types:

A. Real Property Records (Official Records)

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

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

It is the responsibility of the awarded vendor to retrieve "all" existing images and data from the current vendor at no additional cost to Hidalgo County.

Provide a website with customer log in capability. This site will include public access to the clerk's official records and have the capability of monitoring statistical data such as, number of hits to the site/page and number of hits to particular areas such as deeds of trust, DBA's, oil and gas leases, commissioners' court minutes, and any other county Clerk records. Selected clerk personnel, must have access to the site in order to retrieve this information.

The vendor is responsible for converting all existing document images within a 180-day period upon award of this contract.

Provide services that require website users to authenticate security verification for every 10 documents downloaded. The system must not allow bulk extraction of data from the website. Also, create a permanent "Unofficial Copy" watermark on all downloaded documents.

The website must allow for the option to post and manage Public Notices on the Web.

The County is not interested in the purchase of any hardware or software, at this time, therefore pricing for the system and services should include all necessary fees.

I. SYSTEM REQUIREMENTS

Environment

The design of the proposed system should support either a true client –server. The local area network (having one or more segments) must support at least 100BASE-T (1000Mbps) topology.

In order to minimize cost, the vendor may implement a web based system/virtual network environment. The quote should reflect the cost for this option.

It is required that all client workstations run the MS-Windows 7 or newer.

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

Provide equipment and connectivity (T-1), for up to two (2) offsite locations within the county.

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

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

Workstations/VM's

All computer workstations must be new and must have the most current specifications in order to meet or exceed workload demands. Monitors must be high resolution and large enough (24") to view programs in dual page display mode. All workstations should include Microsoft Word and Excel for use with existing forms.

Image Printers

There shall be no limiting factor on the number of printers attached to the system. Printers must use laser technology with a minimum speed of 60 pages per minute at a density of 600 dpi. It is required that all printers be network attached and able to print images at the printer's rated speed. Dual trays that accommodate letter and legal size paper are required.

Scanners:

Individual workstation scanners must be capable of scanning up to a minimum of 300 dpi at a sustainable rate of not less than 50 pages per minute and handle legal and letter size documents (fujitsu fi-6130z style) Large scanners must be capable of scanning up to a minimum of 300 dpi at a sustainable rate of not less than 50 pages paper minute and handle up to 11"x17". In addition, software to enhance document clarity will also be required.

Disk Array

The server must have a configurable magnetic disk array subsystem (RAID) operating Server 2008 or better. The subsystem shall have an initial minimum capacity to hold all existing image and index database with sufficient additional capacity to support growth throughout the contractual period.

Cashiering Workstations

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

Configuration

The workflow will require a minimum of the following hardware, software, and peripherals:

1. Some workstations will be required to work in a multi-software/network environment.

Department	Computer/VM	Printer	Scanner Desktop	Scanner Large	Receipt Printer	Cashier
Vitals	6	5	0	2	0	0
Recording	6	5	5	0	5	5

Bookkeeping	4	3	2	0	2	2
Deeds	2	2	0	1	2	2
McAllen	3	3	3	0	3	3
Public Main	12	0	0	0	0	0
Public McAllen	3	0	0	0	0	0
Off site location	1	0	0	0	0	0
Total	37	18	10	3	12	12

2. Need administrator accounts for selected personnel for editing of indices or records.

This estimate is based on our data and is open for review. Additional equipment will be required as filings increase, as the database expands, and as other departments outside (i.e. sub-stations) of the Clerk's office require remote access to County Clerk records with image capable workstations. At least one (1) off-site substation shall be included. They should be able to provide all services legally allowed for the County Clerk by the Government Code.

Additional workstations and associated equipment may be required to be provided by the vendor, at no additional cost to Hidalgo County, as filings increase, or as the database expands, or as more Internet or remote users are added, or as other departments outside the Clerk's office require remote access to the County Clerk's document image records.

Service and Support

Vendor shall provide for full installation support and any training necessary for Hidalgo County employees to fully utilize the system.

Vendor shall provide a method for system modifications, cabling, software and hardware, whether the change is required by system upgrade, workload fluctuations, changes in standards or requested by Hidalgo County. The vendor, at no additional cost to Hidalgo County, shall accomplish this effort.

Equipment maintenance must be performed on-site. Equipment must be repaired or replaced within 24 hours after failure. Maintenance hours are 10 hours a day (7:30 AM through 5:30 PM) five days a week (Monday through Friday) except for Hidalgo County holidays. It is the vendor's responsibility to make all replacement hardware operational (not the County or County personnel). The vendor shall provide a toll free telephone number for a customer support representative available during maintenance hours. The vendor shall provide all supplies (i.e., toner cartridges, printer receipt rolls, receipt printer cartridges, bar coding receipt rolls, marriage license applications, marriage licenses, etc.).

Hidalgo County requires that the support and maintenance depot location for this system be in the State of Texas.

Vendor's system shall include a remote access for software debug and maintenance. Responsibility for determining the source (i.e. hardware/operating system/software) of a problem and for resolving that problem shall rest with the vendor alone.

In the event a more efficient technology becomes available, vendor guarantees to convert County's data to a media acceptable to the new technology. Vendor must also provide an acceptable

timetable for the conversion at no additional cost to Hidalgo County.

Quarterly maintenance of computers to include dust removal will be needed.

Quarterly updates of software enhancements as needed.

System Backup and Off-site Data and Image Storage

Vendor shall provide off-site storage in the State of Texas for copies of all images, index databases, and microfilm at no additional cost to Hidalgo County. Vendor's off-site storage facilities must meet or exceed current ANSI standards and applicable Texas State Library requirements.

Documentation

Vendors shall provide full documentation and information regarding backup procedures and responsibilities.

Vendor shall provide full documentation and information regarding disaster recovery procedures.

Uptime

System uptime is a primary concern of Hidalgo County. Vendor shall provide complete information on system availability and reliability along with fallback procedures in case of equipment failure. Battery backup on all servers, switches, routers & workstations at the Hidalgo County Clerks Office and McAllen substation is required to ensure proper shutdown procedures.

II. SPECIFICATIONS

General Specifications:

1. The system must be capable of handling 900 real property document filings a day at start-up and allow modular expansion of the system to handle any increase in filings. System must handle various sizes, colors, and weights of paper. Images must be taken from the original documents.

2. The system must provide the ability to enlarge fonts in system application for all data fields and save settings by user.

3. The system must have the ability to record multiple documents with multiple payments in a single transaction.

4. The system must be able to perform all of the recording functions while the person filing the document waits for its return. Large groups of filings should be able to be processed separately in a batch.

5. All equipment, software and procedures must meet or surpass, on a continuing basis, all Texas State Library laws and standards for archiving and preservation of records as they are developed and become effective.

6. All proprietary equipment and software must be disclosed. All proprietary software, including original coding, must be placed in escrow as specified by the under control of the Hidalgo County Clerk. The escrow information must be maintained to current status.

7. Simplicity of use by the public is a requirement and will be given the highest priority of consideration. The entire system must be simple to use, but for the end-user public, the system must be simple to the point of not needing prolonged intervention or assistance from a County employee. As an example, no sign-on should be necessary at a public terminal. Public terminals must be view or print only and provide sufficient security to preclude any possibility of altering documents.

8. System must have user interface software allowing the novice operator to accomplish tasks using simple sequence, allowing quick access with a minimum of confusion, delay, or instruction. Workstations should log-off after 5 minutes of inactivity.

9. The system must provide an audit trail of all activity, which can be produced on a daily basis.

10. The system shall support optical character recognition. The system shall have the capability to extract information and pass extracted information on-line with the image-to index originator to complete the index.

11. The system and information must be compatible with HTML/XML format to allow future Internet compatibility.

12. All systems software and hardware must be able to handle Credit Card transactions for all services offered by the County Clerk of Hidalgo County.

13. System must allow clerks to extract indexes and images in order to write to CD only i.e.; deeds, foreclosures, assumed names.

14. To avoid introducing potential viruses to the system from external devices, all USB ports must be disabled.

15. System should be able to perform document validation, transaction audits and detailed accounting reports by category i.e.; birth certificates long form, death certificates, marriage, informal marriage, etc.

16. System must provide management tools for monitoring employee productivity and accountability.

17. System must have the ability to produce reports by specific or custom scheduling. Also, must have the ability to automatically email scheduled reports.

18. System must have the ability to auto populate information from applications that have been entered online.

19. System must have the ability to auto populate customer information into the cashier system via card reader.

20. System must have the ability to capture an electronic signature for all applications.

21. System must have the ability to manipulate images (crop, resize, cut, paste) throughout the system.

22. System must have the ability to create or modify fields within a module as needed.

23. Provides the ability for the administrator to customize field descriptions or field labels.

24. Provides the ability for the administrator to customize workflow.

25. Provides the ability to place an electronic "Certified Copy" stamp to copies that are printed. The stamp can be placed on multiple documents or any location on the document.

26. The system must allow for internal indexing as required by the Clerk's office.

27. The system must provide the Clerk's office with the ability to redact information as needed.

28. The system must be able to connect to DSHS for electronic submissions of vital records (TER/TexEver).

III. <u>WORKFLOW SPECIFICATIONS</u>

Once logged in, users can move between modules/applications without logging in and out.

Once a document has been accepted for filing, the recording process will begin with the cashiering process at a cashiering workstation.

- Entering the type of document being recorded and verified by a type table. If the type is not on the table use "unknown" in the document type and allow the operator to update to the correct type.

- Enter how many pages are in each document.

- Proposed system will utilize a cashiering fee table to calculate and display the total fee for each document and batch. The cashier should be able to change the fee amounts if necessary. Depending on the document type, the system will automatically calculate any taxes due.

- Process any changes in recordings, recalculating the filing fee.

After the fee is received and noted on the system, the system will perform the following functions:

1. System must automatically assign appropriate instrument numbers sequentially within each customer batch, processing each batch in time-received order. Instrument number assigned varies with type of document being processed, real property record, financing statement, etc.

2. System must assign current recording date-year month and time-hour, minute and seconds am/ pm for each document.

3. System will assign a receipt number, a transaction validation number, and a cashier identification number and generate a receipt, which also identifies all document types and moneys collected.

Included on the receipt

- Received From:-Name and Address
- List of fees by document number and type
- Method of payment (include check number or numbers if multiple checks)
- Any change required
- Receipt number
- Validation number (sequential transaction number)
- Cashier identification and station number
- Total fee amount
- Date and time
- County Seal

System will imprint the first page of the document with the cashiering validation information and recording information. System will imprint the original instrument with the following information:

- Date and Time - on first page only
- Fee Amount – on first page only
- Cashiering validation information – on first page only
- Instrument number – on first page only

The system must allow the ability to change the locations of the stamps as necessary.

The system must have the ability to email the receipt or certified copy of the recorded document to the customer.

The system must have the capability of printing mailing labels or for returning processed documents by mail to the customer. These labels should include a mailing date and instrument identifier in addition to the pertinent name and address information.

The system must document all transactions recorded and amount charged.

The system must provide individual scanners for the recording department clerks.

The system must support an in-house plat scanner (large format).
The system must include tables to limit the amount of data entry required, including, but not limited to, type of document, amount charged, and name and address tables.

The system must allow payments to be accepted by cash, check or charge (standard or advanced deposit draw down), or deferred payments or any combination thereof. The system must calculate change due on screen and allow an option to log a refund, rather than return the cash amount. For filing and for copy charges, the system must generate invoices, if needed.

The system, must issue monthly balance statements.

The system must include a cash drawer for each cashiering station. Provision must be made for closing each drawer both during the day with subtotals and at the end of each day with subtotals. Each

station will be uniquely identified. The end of the day reconciliation report should allow a remarks field to enter operator signatures and comments.

System must allow receipts to be generated only after full payment has been received.

The system must have the ability to void current or past day's transactions and make corrections to receipts as required. All voided transactions must be documented in the system.

The system must endorse check with user-defined information such as: "For Deposit Only", transaction number, county official name, bank name, account number, date and cashier ID.

The system must process all checks returned by banks. The transaction amounts must reverse the original posting amounts to reflect the correct dollar amounts in the accounts. The transaction must be fully documented and a history of returned checks maintained.

Once the transaction has been entered into the system, there can be no deletions or alterations made to that transaction. Changes to the cashiering system may be made only by offsetting transactions.

The on-line real property database will require the vendor to convert and load the entire database onto the new system. We must have on-line correction capability. All of our current inquiry screens capability must be available on the image, there will be an indicator on the index display that a document is available or not available for viewing and the linkage to the image record.

All images are to be available to the public for viewing without operator intervention.

System must be able to capture the image via batch scanning onto a hard disk for viewing or for any needed re-scanning.

System must be able to return images to the screen after an inquiry to the index. First page images response time must be less than two seconds for any requested document. For each following page of the document less than two-second page turn time is required. The system will maintain response time regardless of increased filing volumes or number of workstations accessing the system.

System should be able to pre-determine the amount of time a workstation monitor stays on line (off after five minutes of inactivity) for cashiering, public retrieval, etc.

System must be capable of producing hard copies immediately after imaging. The user must have the capability to print images with or without viewing them. The software must allow images to be printed either page by page or as an entire document.

Software must allow images or selected portions of an image to be enlarged for clarification. Software must allow images to be rotated at 90 degree intervals and to reverse the image from white to black and vice versa.

Safeguards must be included to prevent the deletion or alteration of any image.

The system must provide scanning processing software that will automatically sharpen images. The operator must be able to bypass this feature and manually adjust the image or take two (2) images if necessary.

VIII. TERM OF CONTRACT

The initial term of this contract shall be for a four (4) year period after date of award of contract with the County's option to extend for an additional one (1) year under the same rates, terms, and conditions. The system must be implemented and fully operational within one-hundred eighty (180) calendar days from date of contract award.

Hidalgo County reserves the right to renew this contract on a month to month basis for a period not to exceed six (6) months, under the same rates, terms, and conditions at the end of the contract term for unforeseen delays in award of new bid for next contract term.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

During the evaluation process, Hidalgo County reserves the right to request additional information or clarification from proposer's. At the discretion of Hidalgo County, proposer's may be requested to make oral presentations or demonstrations as part of the evaluation process.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**

4. **Cost Fees and Warranty.** In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

Total 100 Points

B. RANKING OF PROPOSALS: Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT B

SELECTION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY CLERK'S OFFICE

"RECORDS, MANAGEMENT AND DOCUMENT IMAGING PROCESS"

RFP NO: 2014-286-09-03-YZV

HIDALGO COUNTY CLERK'S OFFICE
"RECORDS, MANAGEMENT AND DOCUMENT IMAGING PROCESS"
RFP NO: 2014-286-09-03

EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**

4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

Total **100 Points**

HIDALGO COUNTY CLERK'S OFFICE
"RECORDS, MANAGEMENT & DOCUMENT IMAGING PROCESS"
RFP NO: 2014-286-09-03-YZV

RFP EVALUATION FORM

	Selection Criteria	Range	Point Score
1.	**Understanding the Services/Methodology**	**25 points**	_____

Comments/Rationale for Points: _____

_____

_____

2.	**Ability to Commit to all Services Required**	**30 points**	_____

Comments/Rationale for Points: _____

_____

_____

3.	**Ease of Support System & Response Time**	**20 points**	_____

Comments/Rationale for Points: _____

_____

_____

4.	**Cost Fees and Warranty**	**25 points**	_____

Comments/Rationale for Points: _____

_____

_____

Total Score **100%**

Provider: _____

Evaluator: _____ Date: _____

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 LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

___ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County 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 Companys' obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses:_____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other:_____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

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 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___.

Certi ication
Re ardin De arment, Suspension and Ine i i i ity

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-276-00-00

THIS CONTRACT is made and entered into this ____day of_____ by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), **and** _____ _____a Texas. ("Company").

WHEREAS, Company responded to advertised notices for bids for **Records, Mana ement and Document Ima in Process** (the "Services"); and

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

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hida o County C er s O ice**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFP within **Hida o County** following a request for Services by

DRAFT

Hida o County or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period **o our (4) years,** commencing upon approval of Commissioner's Court and expiring on _____ and may be extended at the sole discretion of the County for an additional **one (1) year term**, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Following the expiration of the additional one (1) year extension term, this contract may be renewed on a month to month basis for a period not to exceed six (6) months, under the same rates terms and conditions.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

7. Company shall provide insurance in force on all its vehicles and all

DRAFT

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

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

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

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

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

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

13.

If to County: **T e County o Hida o**
Attn: County Jud e
302 West Uni ersity Dri e
Edin ur , Te as 78539

DRAFT

If to Company _____

_____

_____

_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) this contract expires, or (b) terminated by County without cause upon thirty (30) days written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that , during any term hereof, the Commissioners Court does not appropriate sufficient funds to met the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann ‘271.903 (Vernon Supp. 1996).

DRAFT

18. This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and not otherwise.

DRAFT

WITNESS our hands in duplicate originals this____ day of _____, 2014.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo Jr., County Clerk

COMPANY

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:

Atlas & Hall, & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

DRAFT

EXHIBIT “B”
BEST AND FINAL OFFER

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Wes Milam
Kofile Systems, Inc.

From: Yolanda Z. Velasquez, Buyer III for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: October 09, 2014

Re: Best and Final Offer –RFP NO: 2014-286-09-03-YZV
Hidalgo County Clerk's Office-"Records, Management and Document Imaging Services"

Pursuant to today's meeting with Hidalgo County Clerk's Office Staff, a discussion was held regarding detail negotiations of fees along with specific scope of services to be provided in connection with the above referenced project.

The proposal provided by your company and was mutually agreed to by Hidalgo County Clerk's Office Staff for "Records, Management & Imaging System" is $14,000.00 per month with Indexing fee for Data Entry being $1.38 per each instrument.

Hidalgo County Purchasing Department hereby request that your Company acknowledge this as your best and final offer for the proposed scope of work and service to indicate by signing below.

If you have any questions, please call me at (956) 292-7000-Extension 4881. Thank you.

Signed: John Woolf **Title:** CFO

Printed Name: John Woolf **Date:** Oct. 13, 2014

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

EXHIBIT “C”
INSURANCE

Client#: 109219 KOFILHOL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2014

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 Southwest Dallas 1445 Ross Avenue, Suite 4200 Dallas, TX 75202 214 443-3100	PHONE (A/C, No, Ext): 214 443-3100	FAX (A/C, No): 214 443-3900
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Compa	16535
INSURER B : American Guarantee & Liability	26247
INSURER C : American Zurich Insurance Compa	40142
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kofile Holdings, Inc
6300 Cedar Springs
Dallas, TX 75235

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			CPO017460900	07/09/2014	07/09/2015	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)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			CPO017460900	07/09/2014	07/09/2015	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)	$
								$
B	X UMBRELLA LIAB X OCCUR			AUC017462400	07/09/2014	07/09/2015	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WC017461700	07/09/2014	07/09/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						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
A	E&O Coverage			EOC017444620	07/09/2014	07/09/2015	$10,000,000	
A	Valuable Papers - Includes Transit			CPO017460900	07/09/2014	07/09/2015	$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Best and Final offer - RFP No.: 2014-286-09-03-YZV
Hidalgo County Clerk's Office - Records, Management and Document Imaging Service

The General Liability, Automobile and Umbrella policies include a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written (See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 South Highway Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J.W. Wagner

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DESCRIPTIONS (Continued from Page 1)

contract that requires such status, and only with regard to work performed on behalf of the named insured.
The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording. The General Liability, Automobile and Workers' Compensation policies provide a Blanket Waiver of Subrogation when required by written contract.
30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

Named Insured is completed to include:
Kofile Holdings, Inc (first named insured)
Kofile, Inc
Enduro Binder, Inc
Enduro Binder,Inc dba Trends Presentation Products
Tenacity Manufacturing Company
6480 Enduro Drive, LLC
Brown's River Marotti Co
Brown's River Marotti Co dba Kofile Preservation Inc
Cedar Springs Investments, LLD
Eastman Park Micrographics, Inc
Eastman Park Micrographics, Inc dba Imaging 411, Inc
Nachoba, Inc
Verticus, Inc
Kofile Solutions Inc dba Safeguard Solutions, Inc
Kofile Conversions Services Ind dba BRC Conversions Services
Kofile Preservations Inc dba Louisiana Binding Service
Safeguards Solutions, Inc
BRC Conversion Services Corporation
Kofile Systems, Inc
Louisiana Binding Services, Inc
Business Resources Corp
Casto & Harris Inc
Imaging 411, Inc.
EPM Equipment, LLC
CSSI, Inc dba Complete Systems Support Inc

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Fwd: C-14-286-10-28-KOFILE

From : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us> Wed, Oct 15, 2014 02:25 PM

Subject : Fwd: C-14-286-10-28-KOFILE

To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

Good News!

Final Approval

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Steve Crain" <scrain@atlashall.com>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Wednesday, October 15, 2014 2:19:51 PM
Subject: RE: C-14-286-10-28-KOFILE

The agreement is fine.

From: Darlene H. Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Wednesday, October 15, 2014 1:33 PM
To: Stephen L. Crain
Cc: Yolanda Velasquez

Subject: Fwd: C-14-286-10-28-KOFILE

Mr. Crain,

The recommended changes have been made to the draft contract for your final review and approval.

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Wednesday, October 15, 2014 1:31:52 PM
Subject: Re: C-14-286-10-28-KOFILE

Good afternoon Darlene,

Made change as directed by legal. Please forward for approval as to form.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Wednesday, October 15, 2014 1:16:34 PM
Subject: Fwd: C-14-286-10-28-KOFILE

Ms Yoli

see corrections from Mr. Crain

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Wednesday, October 15, 2014 1:15:08 PM
Subject: RE: C-14-286-10-28-KOFILE

Hi Darlene:

See the attached.

Thank you,
Marynel

From: Darlene H. Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Wednesday, October 15, 2014 11:54 AM
To: Stephen L. Crain
Cc: Yolanda Velasquez
Subject: Fwd: C-14-286-10-28-KOFILE

Mr. Crain,

As per your recommendations, attached you will find the modified document for your final review and approval. Thank you

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281

Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Wednesday, October 15, 2014 11:49:46 AM
Subject: Re: C-14-286-10-28-KOFILE

Darlene,

Made changes as per legal. Please forward for approval as to form.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Wednesday, October 15, 2014 11:26:03 AM
Subject: Fwd: C-14-286-10-28-KOFILE

Yoli,

See attached file from Mr. Crain in regards to Kofile

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852

Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Wednesday, October 15, 2014 11:19:24 AM
Subject: RE: C-14-286-10-28-KOFILE

See the attached with Mr. Crain's proposed changes.

Thank you,
Marynel

From: Darlene H. Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Wednesday, October 15, 2014 10:33 AM
To: Stephen L. Crain
Cc: Yolanda Velasquez
Subject: Fwd: C-14-286-10-28-KOFILE

Good Morning Mr. Crain,

Hope you are well, Ms. Marty is currently out of the office (ill), attached you will find a draft agreement for your review and approval.

Should you have any questions related to this matter, do not hesitate to contact me. Thank you

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>

To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, October 15, 2014 10:13:20 AM
Subject: C-14-286-10-28-KOFILE

Good morning,

Please forward above mentioned contract to legal for review as to form. I have an AI for the 28th of October.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

AI-47149 **Closed Session 23. C.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Bobby Villarreal **Submitted By:** Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Tomahawk - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/24/2014 12:00 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Michael Leo Started On: 10/24/2014 11:11 AM

Final Approval Date: 10/24/2014

AI-47046 **Closed Session 23. D.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 08:45 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Monica Badillo Started On: 10/20/2014 11:41 AM

Final Approval Date: 10/24/2014

AI-47044 **Closed Session 23. E.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-12-2088-A; Erasmo Chapa v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 08:44 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Monica Badillo Started On: 10/20/2014 10:49 AM

Final Approval Date: 10/24/2014

AI-47109 **Closed Session 23. F.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Gustavo Chapa dba Liberty Auto Sales

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2014 08:36 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Monica Badillo Started On: 10/22/2014 04:40 PM

Final Approval Date: 10/24/2014

AI-47037 **Closed Session 23. G.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Clarissa Ruiz

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 08:43 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Monica Badillo Started On: 10/17/2014 04:51 PM

Final Approval Date: 10/24/2014

AI-47056 **Closed Session 23. H.**

CC - REGULAR

Meeting Date: 10/28/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Criselda Sauceda

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 08:47 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Aida Alvarez Started On: 10/20/2014 04:06 PM

Final Approval Date: 10/24/2014

AI-47148 **Open Session 24. C.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Bobby Villarreal **Submitted By:** Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Tomahawk - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/24/2014 12:00 PM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Michael Leo Started On: 10/24/2014 11:10 AM

Final Approval Date: 10/24/2014

AI-47047 **Open Session 24. D.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 08:45 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Monica Badillo Started On: 10/20/2014 11:42 AM

Final Approval Date: 10/24/2014

AI-47045 **Open Session 24. E.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-12-2088-A; Erasmo Chapa v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 08:44 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Monica Badillo Started On: 10/20/2014 10:50 AM

Final Approval Date: 10/24/2014

AI-47110 **Open Session 24. F.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Gustavo Chapa dba Liberty Auto Sales

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2014 08:36 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Monica Badillo Started On: 10/22/2014 04:41 PM

Final Approval Date: 10/24/2014

AI-47038 **Open Session 24. G.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Clarissa Ruiz

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 08:43 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Monica Badillo Started On: 10/17/2014 04:52 PM

Final Approval Date: 10/24/2014

AI-47057 **Open Session 24. H.**

CC - REGULAR

Meeting Date: 10/28/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Criselda Sauceda

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/22/2014 08:47 AM
Purchasing Department	Monica Badillo	10/24/2014 06:25 PM

Form Started By: Aida Alvarez Started On: 10/20/2014 04:07 PM

Final Approval Date: 10/24/2014