AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
August 8, 2017
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 in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **District Attorney's Office:**

A. **AI-60920** Hidalgo County DA's Office - Domestic Violence Specialty Prosecutor (DVSP) Grant (1281): Approval to submit a DVSP Grant #2931302 budget adjustment to the Office of the Governor (OOG).

B. **AI-61004** DA-Victim Coordinator and Liaison Grant (VCLG) (1281) / Criminal DA (1100):
1. Approval and authorization for County Judge to electronically sign, through DocuSign, the Grant Contract for the Victim Coordinator and Liaison Grant (VCLG) Fiscal Year 2018 contract.
2. Approval to accept the VCLG in the amount of $42,0000.00 effective 09/01/2017 through 08/31/2018.
3. Approval of certification of revenues as certified by the County Auditor for the FY 2018 VCLG.
4. Approval to appropriate the FY 2018 VCLG funds.
5. Approval to reclassify fringe benefits expenditures to the Criminal DA - General Fund Account.

6. **HIDTA - Task Force:**

A. **AI-60886** HIDTA US Justice Asset Forfeiture Fund (1254):
Authorization and approval to pay extra duty hours from May 15, 2017 - December 31, 2017 to Deputies assigned to the Hidalgo County Criminal District Attorney's Office HIDTA Task Force from the following departments:
Constable Pct. 3, Constable Pct. 4, Sheriff's Office

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

A. **AI-60870** Requesting approval of Official Bond Renewal for Elections Administrator, Yvonne Ramon.

8. **Constable Pct. #1:**

A. **AI-60764** Discussion, consideration, and approval for Hidalgo County Constable Pct. 1 continued participation in Texas 1033 Surplus Property Program

9. **Constable Pct. #2:**

A. **AI-61049** 1. Authorization to accept the Approval Notice in reference to the Local Border Security Program 2017-2018 (LBSP) for the amount of $32,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award from and related document.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY 2017-2018 Local Border Security Program (LBSP).
5. Approval to appropriate the budget for Constable Pct 2 Office portion of the FY 2017-2018 Local Border Security Program (LBSP) in the amount of $32,000.00.

10. **Constable Pct. #4:**

A. **AI-60929** Constable Pct 4 US Treasury (1259):
Approval of 2017 appropriation of funds into Constable Pct 4 US Treasury (294-010) in the amount of $6,413.59.

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

A. **AI-60874** Discussion, consideration and action to extend the deadline of tax refund request, provided by Subsection(c) for the following, pursuant to Section 31.11 of Property Tax Code Subsection(c-1)

Account Number	Payer	Amount	Years
P7170.12.043.0008.00	Arnulfo J. Garza & Norma E. Salinas	$1,171.64	2013

B. **AI-60875** Discussion, consideration and action to extend the deadline of tax refund request, provided by Subsection(c) for the following, pursuant to Section 31.11 of Property Tax Code Subsection(c-1)

Account Number	Payer	Amount	Years
F0330.04.000.0365.00	Solida Administradora De Portafolios SA DE CV	$790.81	2012-2013

12. **Sheriff's Office:**

A. **AI-60974** Authorization and Approval for Sheriff J.E. "Eddie" Guerra to sign FY2018 Cooperative State and Local Agreement with Drug Enforcement Administation (DEA) to include OCDETF Hidalgo County Sheriff's Office (HCSO) officer.

B. **AI-60865** 1. Authorization and Approval of Interlocal Agreement for 9-1-1 Public Safety Answering Point (PSAP) Services between the Lower Rio Grande Valley Development Council and Hidalgo County.
2. Authorization for County Judge, as authorized official, to sign two copies of the agreement.

C. **AI-60936** 1. Approval of certification of revenues as certified by County Auditor.
2. Approval of appropriation of funds in the Jail Commissary account for the amount of $74,296.00.

13. **Executive Office:**

A. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Update on ongoing county owned building construction, relocation and/or renovation repair projects
2) Emergency situations occurring since last agenda meeting

B. **AI-61064** Discussion, consideration and action allowing La Union Del Pueblo Entero (LUPE) to utilize translation equipment and translator during the Commissioners Court meeting of August 22, 2017 or subsequent court meeting

C. **AI-60993** Approval of Right of Way Permit: (Pct. 3)
Manuel Chapa - To open cut road 1472.03 feet north of Mile 3 Road on Abram Road within City of Mission, TX ETJ

14. **Human Resources:**

A. Requesting waiver of the Budget Amendment Policy - Personnel Related Amendments (if applicable) for personnel items listed

B. **AI-60911** Discussion, consideration and approval for Hidalgo County Office of the County Judge to appoint Ivana Melendez as a volunteer/intern under Hidalgo County Office of the County Judge for the period of August 14, 2017 to August 24, 2017.

C. **AI-60393** Health & Human Services - H.D. Adm (1293):
Approval of the following personnel actions, effective 9/01/2017:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	340-003	0014	Registered Nurse IV	$65,096.00	$65,096.00
	340-005	0003		$1,975.00	$0.00
Change In Funding Source	340-003	G129	Clerk II	$3,993.00	$3,993.00
	340-051	G002		$19,417.00	$19,417.00
	340-005	G024		$0.00	$1,550.00

D. **AI-61058** 92nd DC (1100):

1. Discussion, consideration, and approval of the following personnel actions effective next full pay period of 8/21/17:

Action	Department	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Salary Adjustment/ (Increase)	001-001	0002	Court Coordinator	$67,980.00	$68,980.00
Salary Adjustment/ (Increase)	001-001	0003	Bailiff	$50,862.00	$52,862.00
Budgeted Salary Adjustment/ (Reduce)	001-001	0004	Assistant Court Coordinator	$63,860.00	$61,360.00

2. Approval of intradepartmental transfer.

E. **AI-60940** District Attorney - Crim DA (1100) / DA Investigation HB65 (1223):

Approval of the following personnel actions, effective next full pay period of 8/21/17:

Action	Department	Slot#	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Reclassification	080-002	0086	Administrative Assistant I	$22,972.00	Administrative Assistant II	$26,625.00
	080-007	0144		$2,028.00		$2,315.00
Reclassification	080-002	0088	Administrative Assistant I	$23,340.00	Administrative Assistant II	$26,914.00
	080-007	0143		$1,660.00		$2,026.00

F. **AI-60994** District Attorney - DA Investigation HB65 (1223):

Approval of the following personnel actions, effective next full pay period of 8/21/17:

Action	Dept./Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Net Change
Salary Adjustment/ Decrease	080-002	0051	Assistant District Attorney III	$50,236.00	$50,236.00	$0.00
	080-016	0006		$13,727.00	$13,727.00	$0.00
	080-007	0168		$1,442.00	$0.00	($1,442.00)
Salary Adjustment/ Increase	080-002	0009	Assistant District Attorney III	$52,349.00	$52,349.00	$0.00
	080-007	0062		$11,614.00	$13,056.00	$1,442.00

G. **AI-61005** Sheriff Investigation HB 65 (1227):

Approval of the following personnel action, effective next full pay period of 8/21/17:

Action	Dept/Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Create	280-005	0003	Senior Deputy Sheriff Step I	$0.00	$49,822.00

15. **Urban County:**

A. **AI-60931** Requesting authorization to change Activity 01 Classification Code (Acquisition) to Activity 03J (Water/Sewer Improvements) and revise descriptions on FY 2017 One Year Action Plan Approved by Commissioners' Court on July 25, 2017.

B. **AI-60919** "Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of Precinct No. 2 is requesting authority to purchase equipment for the Community Resource Center (CRC) Youth Facility Project. Purchase will be made from Dell Marketing, L. P. (contract # DIR-SDD-1951) through Hidalgo County's membership/participation with Department of Information Resources (DIR). The total amount of purchase is $17,346.64 (quote attached) funded thru UCP FY 29 (2016) Other Public Facilities and Improvement funds.

C. **AI-60897** "Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of Precinct No. 2 is requesting authority to purchase equipment for the Community Resource Center (CRC) Youth Facility Project. Purchase will be made from CDWG (contract # R160201) through Hidalgo County's membership/participation with The Cooperative Purchasing Network (TCPN). The total amount of purchase is $9,406.63 (quote attached) funded thru UCP FY 29 (2016) Other Public Facilities and Improvement funds.

16. **Health & Human Services Department:**

A. **AI-61040** Discussion, consideration and approval to provide letter to Nuestra Clinica Del Valle in support of their application for funding of an essential program that addresses the health care needs of the community.

B. **AI-60987** Requesting approval to submit grant application to the Texas Department of State Health Services for a ZIKA related health care program. The grant is in the amount of $311,162.00 with a tentative starting date of November 2017 and ending on June 30, 2018 with a renewal of two additional years.

C. **AI-60962** Request approval to pay for out of county travel and other out of pocket expenses for 1115 Waiver Consultant, Kevin Nolting, dba Nolting Consulting LLC as per the Consulting Services Contract. (Travel for RHP 5 Anchor Stakeholder meeting on August 23, 2017.) Total expenditures are estimated at $627.01

D. **AI-60740** Requesting approval to submit application to the National Association of County and City Health Officials to participate in the Project Public Health Ready cohort. The Project Public Health Ready is a criteria-based public health preparedness program that assesses local health department capacity and capability to plan for, respond to and recover from public health emergencies.

E. **AI-60743** Requesting approval of the Memorandum of Agreement between Coastal Bend Regional Advisory Council and Hidalgo County. The purpose of the Agreement is to outline the responsibilities of each party in the area of Healthcare Preparedness Capabilities.

F. **Health Care Funding District:**

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

G. **Indigent Health Care Program:**

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

17. **IT Department:**

A. **AI-60924** PLANNING DEPARTMENT
Authorization and approval to upgrade service plan and cell phones through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

Description:	Employee/ID:	New Service Plan / Equipment	MDN:
Equipment/Service Plan Upgrade	Guillermo Rodriguez / 204170	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-609-5774
Equipment/Service Plan Upgrade	Gilbert Mata / 220299	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-609-5771
Equipment/Service Plan Upgrade	Felicia Arredondo / 215651	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-609-5772
Equipment/Service Plan Upgrade	Jose Tovar / 140619	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-648-7780
Equipment/Service Plan Upgrade	Office Use-Edinburg 1	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-358-8579
Equipment/Service Plan Upgrade	Pct.3 Office Use	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-358-8660
Equipment/Service Plan Upgrade	Arturo Hernandez / 180181	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-515-6860
Equipment/Service Plan Upgrade	Julio Ruiz / 208337	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-609-5773
Equipment/Service Plan Upgrade	Humberto Garza / 100315	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-648-7006

18. AI-61097 Elections Administration:

A. Discussion, consideration and action but not limited to Election updates.

19. TX. Agri-Life Extension Services:

A. AI-60717 Andrea Valdez, County Coordinator, Kimberly Guillen, CEA-4-H & Youth Development and Amy Valdez, Healthy South Texas Specialist would like to introduce Hidalgo County 4-H Ambassadors, Hidalgo County 4-H County Council and Healthy South Texas Youth Ambassadors to the Court.

20. Planning Department:

A. AI-61003 Requesting approval to appoint member(s) to the following boards:
1. Hidalgo County Subdivision Advisory Board
2. Board of Building Line Adjustments

B. AI-60883 1. Discussion and possible action to authorize a revision of MGM Platinum Ranches Subdivision Plat as per Texas Local Government Code 232.041

2. Discussion and possible action to authorize a revision of Rio Vegas Ranches Subdivision Plat as per Texas Local Government Code 232.041

21. Precinct #1 - Comm. Fuentes:

A. AI-60954 Requesting approval of Interlocal Cooperation Agreement between the South Texas Independent School District and the County of Hidalgo for student transportation staging area for the 2017-2018 School Year, agreement expiring August 31, 2018.

22. Precinct #3 - Comm. Flores:

A. AI-60864 Approval of 2017 appropriation of funds from the R&B unreserved fund balance for various Pct. 3 R&B Accounts in the amount of $671,417.91 to fund road projects and daily operating expenditures.

23. Precinct #4 - Comm. Palacios:

A. AI-61033 Requesting consideration and approval for title commitment, appraisal, survey, metes and bounds, title policy and acquisition of right of way for the North Brushline Corner Clip Project.

24. Budget & Management:

A. Budget Appropriations:

1. **AI-60885** JP Preservation of Vital Statistics (1100):
Approval of 2017 appropriation of funds for the JP Preservation of Vital Statistics in the amount of $4,839.90 to fund various operating expenditures for JP Pct. 1, Plc 1.

2. **AI-60829** Debt Service RB Series 2014B & 2014C (1444/1446):
Approval of appropriation and interfund transfer from Capital Project - Sale of Asset (Fund 1303) to Debt Service - RB Series 2014B (Fund 1444) and RB Series 2014C (Fund 1446) in the total amount of $318.88.

3. **AI-61053** General Litigation (1100):
A. Approval of certification of revenues by the Co. Auditor in relation to insurance settlement proceeds.
B. Approval of 2017 appropriation of funds into General Litigation in the amount of $217,000.00

25. **Purchasing Department - 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 FORWARDED 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-60950** A. Finalizing or completion of scoring/evaluation sheets of both nominated architectural firms of HDR and HOK for the purpose of [tabulation & averaging score sheets] ranking by CC so as to proceed to next step of the process-commence negotiations;
B. Authority to commence the negotiation process with the number one ranked firm of _____ by the following selected/designated parties [HCCC to list names] with the Purchasing Department as a facilitator for the purpose of a letter of engagement/contract with an architectural firm for the design and construction of a New Hidalgo County Courthouse.

2. **AI-60750** Requesting approval to reject sole bid received for project titled "Pick up of Used Oil, Oil Filters and Antifreeze & Other Misc. Products" through project No.: 2017-165-06-28-SGS and re-bid project.

3. **AI-60714** Presentation of the sole responsible vendor submitting the lowest and best bid [and meeting all specifications and requirements] for the purpose of award of bid to Rochester Armored Car Co, Inc., including approval of the contract for the project numbered and titled: RFB No.: 2017-121-06-21-HGO - "Armored Car Services".

4. **AI-60913** Presentation of the sole vendor, Center for Disease Detection, submitting the lowest and best bid for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County -"Laboratory Services" through project No.: 2017-153-07-05-SMA.

B. Pct. 1

1. **AI-60914** PCT.1 / FEMA
A. Requesting acceptance of Certificate of Construction Completion as submitted by 2GS,LLC. for the provision of FEMA Road Improvements to Mile 1.5 West as recommended by project engineer IOC Engineers under Contract# C-16-400-03-07.
B. Requesting acceptance and approval of Application for Payment No. 3 Retainage Release in the amount of $35,053.53 as submitted by 2GS,LLC for the provision of FEMA Road Improvements to Mile 1 1/2 West under Contract# C-16-400-03-07.

C. Pct. 2

1. **AI-61015** Acceptance and approval to execute the final form of a professional engineering services agreement (subject to legal counsel's review) for the provisions of: (on call) Geo-Technical / Construction Material Testing Services with Terracon Consultants for projects located in Precinct No. 2, [as approved for negotiations on CC 07/25/17];

2. **AI-61056** Requesting approval of Supplemental Agreement No. 1 to Contract No. C-17-182-06-13 for B2Z Engineering, LLC., resulting in a change to the project name from Pct 2 Whalen Road Extension Project **to Pct 2 Military Highway Extension Project.**

3. **AI-61014** a. Acceptance and approval to execute the final form of a professional engineering services agreement (subject to legal counsel's review) with B2Z Engineering, LLC for project specific: [Las Milpas Park Youth Facility Project] located in Precinct 2, [as approved for negotiations on CC 06/13/17];

b. Acceptance and approval of Work Authorization No. 1 in the amount of ($ 45,578.64) as submitted by project engineer, B2Z Engineering, LLC for "professional engineering" services for project specific: [Las Milpas Park Youth Facility Project] located in Precinct 2, in connection to agreement # C-17-194-08-08.

4. **AI-60917** The Honorable Eddie Cantu, Commissioner PCT #2 requests approval to accept a 16' Trailmaster Utility Trailer from the Department of Public Safety awarded in accordance with Chapter 47.01(a), Subsection (b) 1 of the Code of Criminal Procedure by JP Pct. #2, Place 1 so as to have said asset added to the Department's Inventory with supporting documentation attached.

D. Pct. 3

1. **AI-61013** a. Approve an order exempting competitive procurement requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services for "ON CALL" Precinct No. 3 Projects;

	R.O.W. SURVEYING SERVICES	QUINTANILLA, HEADLEY & ASSOC.	SAMES, INC.
EVALUATOR NO. 1	98	96	89

c. Authority for the Purchasing Department to negotiate a professional surveying services agreement commencing with the No. 1 ranked firm of _____ for professional surveying services for "ON CALL" Precinct No. 3 Projects.

2. AI-60772 Requesting authority to purchase (1) BOMAG BW-151AD-5 Tandem Vibratory Roller thru our membership/participation with BuyBoard contract #515-16 in the amount of $132,496.00 for Commissioner Pct. 3 through requisition #347208.

3. AI-60888 Acceptance and approval of proposal received and authority to purchase for the Hidalgo County Precinct No. 3 from John Deere (Deere & Company) - authorized dealer Neuhaus & Company, Ltd. awarded vendor [thru our membership/participation with Buy Board contract #529-17], for the following:

A. One [1] John Deere 5075E Utility Tractor at $40,997.45;
B. One [1] John Deere H240 Loader at $5,796.78;
C. One [1] John Deere MX7 Lift-Type Rotary Cutter-540 RPM PTO at $4,052.54;

through the processing of submitted Requisition #346600 through Purchase Order protocol for a total amount of $50,846.77.

E. Pct. 4

1. AI-61001 Acceptance and approval of Work Authorization No. 1 in the amount of ($ 10,781.68) as submitted by project engineer, L&G Engineering for "professional engineering" services for: Project Specific: [Traffic Signal Warrant Study for SH 107/Sunflower Road Intersection] in Precinct 4, in connection to (on call) agreement # C-15-255A-09-01 for "Traffic Studies County Wide".

2. AI-60932 Acceptance and approval of the "Certificate of Substantial Completion" submitted and certified by project architect, Mata Garcia Architects, LLP, reflecting the date of July 24, 2017 by R.G. Enterprises, LLC d/b/a G & G Contractors awarded contractor for the Hidalgo County Precinct No. 4 [Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center (CRC)Project] in connection to (AIA Construction Agreement # C-16-145A-07-19).

F. Constables

1. AI-61011 a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;

b. Requesting approval of agreement for "On-line Research Services" with Lexis Nexis for Constable Precinct No. 3.

G. Health & Human Services Dept.

1. AI-61048 Acceptance and approval of the final negotiated contract with H-E-B RxTRA Advantage for Hidalgo County Indigent Health Care Level 2 Pilot Program "Online Pharmacy Billing Services" which is inclusive of the "Best and Final Offer".

2. AI-61012 a) Requesting approval of vendors qualified by Health & Human Services Department for Hidalgo County Indigent Care Level 2 Pilot Program "Primary Care Provider Services Network";
1. *Lower Rio Grande Valley CHM Corp (El Milagro Clinic)*
2. *Dr. Bose Industrial & Family Medicine*
3. *Nuestra Clinica del Valle*
4. *Juana Maria Espejo, MD PA*
5. *Luis P. Bay, MD PA*
6. *Ashley Pediatrics Day & Night Clinic.*

b) Authorization to admit additional providers to "the network" as they are being submitted and qualified by Health & Human Services Department for the life of the program with all subsequent admittance of providers into the Hidalgo County Indigent Care Level 2 Pilot Program - "Primary Care Provider Services Network" are subject to compliance with HB1295.

3. AI-60996 a) Requesting approval of the first vendor qualified by Health & Human Services Department for Hidalgo County Indigent Care Level 2 Pilot Program "Laboratory & X-ray Services Network", *Mobile X-rays on Demand, LLC*; and,
b) Authorization to admit additional laboratories to "the network" as they are being submitted and qualified by Health & Human Services Department for the life of the program with all subsequent vendors for: "Laboratory & X-ray Services Network" are subject to compliance with HB1295.

H. WIC

1. AI-60925 Presentation of the sole responsible vendor submitting the lowest and best bid [and meeting all specifications and requirements] for the purpose of award of bid to BIC Development Corporation, including approval of the contract for the project numbered and titled: RFB No.: 2017-151-07-19-HGO - "Lease of Office Space - Edinburg WIC Administration Office".

I. Colonia Access Program Pct. 3

1. AI-61019 BCAP/Pct. 3:
Presentation for discussion, consideration, and action on a recommendation by project engineer Javier Hinojosa Engineering to award to lowest bidder meeting all specifications: Five Star Galaxy in the amount of $129,604.70 for Bid No. CAP-17-186-07-12-YSS “Road & Drainage Construction for Palm Subdivision Unit #2.”

J. Sheriff's Office

1. AI-61030 Acceptance and approval of Work Authorization No. 1 with an estimated cost of ($) as submitted by project engineer, Halff Associates, Inc. in connection to (on call) Professional Engineering Services agreement #C-17-142-05-16 for “Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings” for: Project Specific: [Conversion of three (3) Existing Cells into Padded/Safety Cells] for the Hidalgo County Sheriff's Office.

26. Open Forum

27. **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-60946** Potential Litigation related to possible causes of action against drug manufacturers and/or distributors of opioids

D. **AI-61027** Claim of Rosa Saldivar

E. **AI-61046** Claim of Anthony Hernandez

F. **AI-60957** Claim of La Feria Transfer Station

G. **AI-60959** Claim of Texas Gas Service

H. **AI-60961** Claim of Guadalupe Leos Hernandez

I. **AI-60975** Claim of David Morton

J. **AI-60984** Claim of Maria L. Tovar

28. A. 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."

B. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement (subject to compliance with HB1295)

29. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-60947** Potential Litigation related to possible causes of action against drug manufacturers and/or distributors of opioids

D. **AI-61028** Claim of Rosa Saldivar

E. **AI-61047** Claim of Anthony Hernandez

F. **AI-60958** Claim of La Feria Transfer Station

G. **AI-60960** Claim of Texas Gas Service

H. **AI-60963** Claim of Guadalupe Leos Hernandez

I. **AI-60977** Claim of David Morton

J. **AI-60985** Claim of Maria L. Tovar

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

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

32. **Adjourn**

AI-60920 **District Attorney** **5. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Hidalgo County DA's Office - Domestic Violence Specialty Prosecutor (DVSP) Grant (1281): Approval to submit a DVSP Grant #2931302 budget adjustment to the Office of the Governor (OOG).

BACKGROUND

Approval to reallocate funds within the DVSP categorical budget.
This will reallocate funds but will not increase or decrease the amount of the grant.
Approval to accept Grant AI#51339 9/29/2015.

Fiscal Impact

CALENDAR YEAR: SEE BELOW **ACCT. #:** 7-1281-412-00-080-018-6-XXX

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

BUDGETARY IMPACT:

Funds available as of 7/28/2017.

Grant Fiscal Year: 2016
County Calendar Year: 2017

Program Fund: WF - Violence Against Women Formula Grant - OOG

Attachments

Original Budget
proposed budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/28/2017 02:49 PM
Ivan Cantu	Ivan Cantu	08/04/2017 08:44 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Ramiro Sendejo		Started On: 07/28/2017 02:15 PM
Final Approval Date: 08/04/2017		

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Agency Name: Hidalgo County
Grant/App: 2931302 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Domestic Violence Specialty Prosecutor
Status: Active Grant

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Advocate	Exsisting position-The Victim Advocate will provide support services to victim participating in the prosecution process. The victim advocate will provide victims with safety plan, referrals for protective orders, court accompaniment, registration with VINE, notification of court proceedings, assistance filing crime victims compensation, victim impact statement, and restitution information. He/she will explain victims rights as per Chapter 56 of the Texas Criminal Code of Procedure. The advocate will offer emotional support, crisis intervention services and	$32,326.72	$17,406.70	$0.00	$0.00	$49,733.42	100

		referrals to counseling. Base Salary: $36,209.51 + Fringe Benefits $13,523.91 = $49,733.42 Fringe Benfits Breakdown= Health Insurance $6300.00, Life Insurance $33.56 ,FICA $2,770.03, Retirement $4,153.23, Unemployment $217.26, Workers Comp $39.83 (M.R.)						
Personnel	Assistant	Administrative Assistant- will work with the prosecutor in preparing court docket, case files, imput data in odyssey. File cases, make copies, phone calls and assist prosecutor in daily office duties.Base Salary: $19,604.84 + Fringe Benefits $10,231.20 = $29,836.04 Fringe Benfits Breakdown= Health Insurance $6,300.00, Life Inusurance $43.56 ,FICA $1,499.17, Retirement $2,248.68 Unemployment $117.63, Workers Comp $21.57 (D.H.)	$18,446.43	$9,932.68	$0.00	$0.00	$28,379.11	100
Supplies and Direct	Cellular, Fax, Pager, and/or	Three office phones.	$780.00	$420.00	$0.00	$0.00	$1,200.00	0

Operating Expenses	Office Telephone							
Equipment	Desktop System and Accessories	Computer, Monitor and Printer for new assistant.	$845.00	$455.00	$0.00	$0.00	$1,300.00	1
Supplies and Direct Operating Expenses	DVD System and Accessories ($5,000 or less per unit)	DVD/Player and accessories to play instructional videos and other public service announcements to victims waiting in our safe-room.	$167.00	$89.93	$0.00	$0.00	$256.93	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage and Incidentals for the Assistant, Advocate and Attorney to travel and attend seminars/training for Victim Services. Mileage rate at $0.535 per mile. One round trip to Dallas approximately 996 miles and one round trip to Austin approximately 596 miles; plus incidentals such as parking	$650.00	$350.00	$0.00	$0.00	$1,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel to attend seminars in order to meet the required CLE hours for attorney. Also travel for the Assistant, Advocate and Attorney to attend seminars/training for Victim Services. Training to be attended: the "2017 Conference on	$3,900.00	$2,100.00	$0.00	$0.00	$6,000.00	0

		Crimes Against Women," in Dallas, TX and "Prosecutor Trial Skills Course," in Austin, TX. Hotel, Registration & meals.						
Supplies and Direct Operating Expenses	Internet Access Services	Data card for laptop.	$74.08	$39.89	$0.00	$0.00	$113.97	0
Equipment	Laptop System and Accessories	Lap Top for the attorney working under the Domestic Violence Specialty Prosecutor Grant. Lap top is to be used to provide services to victims of crime, which may include home visits, court hearings and meeting with victims that are outside the normal work hours.	$580.28	$312.47	$0.00	$0.00	$892.75	1
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture ($5,000 or less per unit)	Locking File Cabinet	$78.87	$42.46	$0.00	$0.00	$121.33	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture ($5,000 or less per unit)	Ten Multipurpose chair four-leg stacking. ($217.52 each) Chairs are for "Safe Room," Pursuant to the Texas Code of Criminal Procedure Chapter 56 Article 56.02 Section 8 (CRIME	$1,413.88	$761.32	$0.00	$0.00	$2,175.20	0

		VICTIMS RIGHTS) which reads "Crime Victims have the right to be provided with a waiting area, secure from other witnesses and offender before testifying in any proceedings concerning the offender."						
Supplies and Direct Operating Expenses	Office Storage and/or Workstation ($5,000 or less per unit)	Refrigerator for Safe Room. Safe Room was created pursuant to the Texas Code of Criminal Procedure Chapter 56 Article 56.02 Section 8 (CRIME VICTIMS RIGHT) which reads "Crime Victims have the right to be provided with a waiting area secure from other witnesses and offender before testifying in any proceedings concerning the offender.	$422.50	$227.50	$0.00	$0.00	$650.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies -- paper, pens, pads, printing of business cards, folders, paper clips, post-it, calculator.	$1,221.13	$657.54	$0.00	$0.00	$1,878.67	0
Equipment	Photographic Equipment and Accessories (Valued	Camera to document injuries.	$650.00	$350.00	$0.00	$0.00	$1,000.00	1

	$1,000 or over)							
Supplies and Direct Operating Expenses	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	Two Document Scanners needed to scan documents in the Crime Victims Section	$780.00	$420.00	$0.00	$0.00	$1,200.00	0
Equipment	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	Scanner for new employee.	$325.00	$175.00	$0.00	$0.00	$500.00	1
Personnel	Prosecutor	Existing Position- The Specialty Prosecutor will be prosecuting cases within the Domestic Violence Unit in the Hidalgo County Criminal District Attorney's Office. Duties of the prosecutor will include case screening, consulting with victim advocate, coordinating with local police departments, planning of police training sessions and oversight of the the Domestic Violence Unit. The Specialty Prosecutor and the Victim Advocate will interact with community based victim service organizations,	$52,075.97	$28,040.89	$0.00	$0.00	$80,116.86	100

		the local domestic violence shelter, and local law enforcement agencies. He/She will assist in coordinating a community response for domestic violence incidents. He/She will work directly with victim throughout the prosecution process to help victims have a favorable court experience. The Specialty Prosecutor will also collaborate with the probation department and the Hidalgo County Family Violence Task Force. . Base Salary: $64,871.25 + Fringe Benefits $19,207.53 = $84,078.78 Fringe Benefits Breakdown= Health Insurance $6,300.00, Life Insurance $43.56,FICA $4,962.65, Retirement $7,440.73, Unemployment $398.23 , Workers Comp $71.36 (J.D.)						

Print This Page

Agency Name: Hidalgo County
Grant/App: 2931302 **Start Date:** 9/1/2016 **End Date:** 8/31/2017

Project Title: Hidalgo County Domestic Violence Specialty Prosecutor
Status: Pending Grantee Certification

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Advocate	Exsisting position-The Victim Advocate will provide support services to victim participating in the prosecution process. The victim advocate will provide victims with safety plan, referrals for protective orders, court accompaniment, registration with VINE, notification of court proceedings, assistance filing crime victims compensation, victim impact statement, and restitution information. He/she will explain victims rights as per Chapter 56 of the Texas Criminal Code of Procedure. The advocate will offer emotional support, crisis intervention services and	$32,326.72	$17,406.70	$0.00	$0.00	$49,733.42	100

		referrals to counseling. Base Salary: $36,209.51 + Fringe Benefits $13,523.91 = $49,733.42 Fringe Benfits Breakdown= Health Insurance $6300.00, Life Insurance $33.56 ,FICA $2,770.03, Retirement $4,153.23, Unemployment $217.26, Workers Comp $39.83 (M.R.)						
Personnel	Assistant	Administrative Assistant- will work with the prosecutor in preparing court docket, case files, imput data in odyssey. File cases, make copies, phone calls and assist prosecutor in daily office duties.Base Salary: $19,604.84 + Fringe Benefits $10,231.20 = $29,836.04 Fringe Benfits Breakdown= Health Insurance $6,300.00, Life Inusurance $43.56 ,FICA $1,499.17, Retirement $2,248.68 Unemployment $117.63, Workers Comp $21.57 (D.H.)	$18,446.43	$9,932.68	$0.00	$0.00	$28,379.11	100
Supplies and Direct	Cellular, Fax, Pager, and/or	Three office phones.	$740.71	$398.84	$0.00	$0.00	$1,139.55	0

Operating Expenses	Office Telephone							
Equipment	Desktop System and Accessories	Computer, Monitor and Printer for new assistant.	$725.18	$390.48	$0.00	$0.00	$1,115.66	1
Supplies and Direct Operating Expenses	DVD System and Accessories ($5,000 or less per unit)	DVD/Player and accessories to play instructional videos and other public service announcements to victims waiting in our safe-room.	$167.00	$89.93	$0.00	$0.00	$256.93	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage and Incidentals for the Assistant, Advocate and Attorney to travel and attend seminars/training for Victim Services. Mileage rate at $0.535 per mile. One round trip to Dallas approximately 996 miles and one round trip to Austin approximately 596 miles; plus incidentals such as parking	$650.00	$350.00	$0.00	$0.00	$1,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Travel to attend seminars in order to meet the required CLE hours for attorney. Also travel for the Assistant, Advocate and Attorney to attend seminars/training for Victim Services. Training to be attended: the "2017 Conference on	$3,575.00	$1,925.00	$0.00	$0.00	$5,500.00	0

		Crimes Against Women," in Dallas, TX and "Prosecutor Trial Skills Course," in Austin, TX. Hotel, Registration & meals.						
Supplies and Direct Operating Expenses	Internet Access Services	Data card for laptop.	$74.08	$39.89	$0.00	$0.00	$113.97	0
Equipment	Laptop System and Accessories	Lap Top for the attorney working under the Domestic Violence Specialty Prosecutor Grant. Lap top is to be used to provide services to victims of crime, which may include home visits, court hearings and meeting with victims that are outside the normal work hours.	$580.28	$312.47	$0.00	$0.00	$892.75	1
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture ($5,000 or less per unit)	Locking File Cabinet	$78.87	$42.46	$0.00	$0.00	$121.33	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture ($5,000 or less per unit)	Ten Multipurpose chair four-leg stacking. ($217.52 each) Chairs are for "Safe Room," Pursuant to the Texas Code of Criminal Procedure Chapter 56 Article 56.02 Section 8 (CRIME	$1,413.88	$761.32	$0.00	$0.00	$2,175.20	0

		VICTIMS RIGHTS) which reads "Crime Victims have the right to be provided with a waiting area, secure from other witnesses and offender before testifying in any proceedings concerning the offender."						
Supplies and Direct Operating Expenses	Office Storage and/or Workstation ($5,000 or less per unit)	Refrigerator for Safe Room. Safe Room was created pursuant to the Texas Code of Criminal Procedure Chapter 56 Article 56.02 Section 8 (CRIME VICTIMS RIGHT) which reads "Crime Victims have the right to be provided with a waiting area secure from other witnesses and offender before testifying in any proceedings concerning the offender.	$403.85	$217.46	$0.00	$0.00	$621.31	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies -- paper, pens, pads, printing of business cards, folders, paper clips, post-it, calculator.	$1,221.13	$657.54	$0.00	$0.00	$1,878.67	0
Equipment	Photographic Equipment and Accessories (Valued	Camera to document injuries.	$612.87	$330.01	$0.00	$0.00	$942.88	1

	$1,000 or over)							
Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	brochures, printed pencils, printed envelopes	$710.33	$382.48	$0.00	$0.00	$1,092.81	0
Supplies and Direct Operating Expenses	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	Two Document Scanners needed to scan documents in the Crime Victims Section	$622.62	$335.26	$0.00	$0.00	$957.88	0
Equipment	Printer, Fax, and/or Scanner Equipment and Accessories ($5,000 or less per unit)	Scanner for new employee.	$311.94	$167.97	$0.00	$0.00	$479.91	1
Personnel	Prosecutor	Existing Position- The Specialty Prosecutor will be prosecuting cases within the Domestic Violence Unit in the Hidalgo County Criminal District Attorney's Office. Duties of the prosecutor will include case screening, consulting with victim advocate, coordinating with local police departments, planning of police training sessions and oversight of the the Domestic Violence Unit. The Specialty Prosecutor and the Victim Advocate will interact with	$52,075.97	$28,040.89	$0.00	$0.00	$80,116.86	100

		community based victim service organizations, the local domestic violence shelter, and local law enforcement agencies. He/She will assist in coordinating a community response for domestic violence incidents. He/She will work directly with victim throughout the prosecution process to help victims have a favorable court experience. The Specialty Prosecutor will also collaborate with the probation department and the Hidalgo County Family Violence Task Force. . Base Salary: $64,871.25 + Fringe Benefits $19,207.53 = $84,078.78 Fringe Benefits Breakdown= Health Insurance $6,300.00, Life Insurance $43.56,FICA $4,962.65, Retirement $7,440.73, Unemployment $398.23 , Workers Comp $71.36 (J.D.)						

You are logged in as **User Name:** HidalgoCDA

AI-61004 **District Attorney** **5. B.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Victim Coordinator and Liaison Grant (VCLG) (1281) / Criminal DA (1100):
1. Approval and authorization for County Judge to electronically sign, through DocuSign, the Grant Contract for the Victim Coordinator and Liaison Grant (VCLG) Fiscal Year 2018 contract.
2. Approval to accept the VCLG in the amount of $42,0000.00 effective 09/01/2017 through 08/31/2018.
3. Approval of certification of revenues as certified by the County Auditor for the FY 2018 VCLG.
4. Approval to appropriate the FY 2018 VCLG funds.
5. Approval to reclassify fringe benefits expenditures to the Criminal DA - General Fund Account.

BACKGROUND

Approval and authorization for electronic signature to be submitted on-line through DocuSign for the Victim Coordinator and Liaison Grant (VCLG) Fiscal Year 2018 prior to contract being received. Signature is required by the Office of the Attorney General to expedite the process of awarding the funds.

Approval to submit grant application for FY2018 & FY2019. - AI#59150 April 18, 2017.

Fringes to be reclassified to the District Attorney's Criminal DA-General Fund Account (#7-1100-412-00-080-002-0-XXX)

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Funds available 8/3/2017.

CALENDAR YEAR: 2017 **ACCT. #:** 7-1281-412-00-080-011-8-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

AWARD E-MAIL
APPROPRIATION
CONTRACT
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2017 03:45 PM
Ivan Cantu	Ivan Cantu	08/04/2017 09:15 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Ramiro Sendejo		Started On: 08/03/2017 02:15 PM
Final Approval Date: 08/04/2017		

Ramiro Sendejo <ramiro.sendejo@da.co.hidalgo.tx.us>

Fwd: VCLG FY18 Introduction

1 message

Rosalinda Cantu <rosalinda.cantu@da.co.hidalgo.tx.us> Thu, Aug 3, 2017 at 1:22 PM
To: "sendejo, ramiro" <ramiro.sendejo@da.co.hidalgo.tx.us>

FYI.

---------- Forwarded message ----------
From: **Reyes-Salinas, Helen** <Helen.Reyes-Salinas@oag.texas.gov>
Date: Thursday, August 3, 2017
Subject: VCLG FY18 Introduction
To: "Reyes-Salinas, Helen" <Helen.Reyes-Salinas@oag.texas.gov>

Dear VCLG Applicant,

Congratulations! You are being awarded a Victim Coordinator and Liaison Grant (VCLG) for the Fiscal Year (FY) 2018 (September 1, 2017 - August 31, 2018). Your grant contract will be sent, via DocuSign to the Authorized Official indicated in your application.

Please note the following:

- This email correspondence is being sent to the Grant Contact and Authorized Official of record with the Office of the Attorney General (OAG). If you are no longer the person in your organization to receive this information, please forward as appropriate and update your organization's information with the OAG.

- An email will be sent to the Authorized Official of record with the OAG via DocuSign. The email will be sent from 'DocuSign System'.

- The Authorized Official must return the electronically signed document, via DocuSign, to the OAG within the prescribed time period indicated below. Failure to do so will be construed as a rejection of the grant award, and the OAG may de-obligate funds.

- Your grant contract is for one year (FY 2018) and includes your award amount listed on Exhibit A. The final award amount may be different than the initial application amount submitted.

- If you wish to accept the award, the Authorized Official must sign, via DocuSign and return the grant contract by Friday, August 11, 2017.

- Special Conditions (formerly Exhibit C of the contract) will be sent within the next few days via email with a PDF document attached to the Authorized Official and Grant Contract of record. Please note, the imposition of any

special condition places Grantee on immediate financial hold, consistent with section 9.2 of the contract. No reimbursements will be processed until the requested information is submitted.

- [Helen Reyes-Salinas] will be your Grant Manager, and will be your contact with our office on all matters regarding your grant.

Thank you for the work that you do on behalf of victims of crime in the state of Texas.

Sincerely,

Contracts and Asset Management

Helen Reyes-Salinas

Grant Manager

Contracts and Asset Management Division

Office of the Attorney General

P.O. Box 12548

Austin, Texas 78711

Helen.Reyes-Salinas@oag.texas.gov

Phone: (512) 936-2936

--
Sincerely,

Rosalinda Cantu

HR Coordinator/ Office Administrator
Hidalgo County
Office of the Criminal District Attorney
100 E. Cano, Courthouse Annex III, 2nd Floor
Edinburg, Texas 78539
Office No. (956) 292-7604 ext. 8085 Fax (956) 318-2078
rosalinda.cantu@da.co.hidalgo.tx.us

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distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

DATE: August 3, 2017

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 7-1281-412-00-080-011-8-XXX VCLG

Contact Person: Ramiro Sendejo **Ph#** 292-7600 Ext. 8082

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
7-1281-412-00-080-011-8-113	Regular F/T Employees	$42,000.00
7-1281-334-10-080-011-8-000	Revenues	$42,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**$42,000.00**

REASON: To appropriate 2018-2019 Victim Coordinator and Liaison Grant (VCLG). Funding provided by the Office of the Attorney General (OAG) from September 1, 2017 - August 31, 2018. (Fringes to be paid from the District Attorney's Criminal DA-General Fund Account #7-1100-412-00-080-002-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

DocuSign Envelope ID: 1EEB4D16-2B43-4254-BCB6-E752B9BB1745

GRANT CONTRACT

OAG Contract No. 1881002

This contract is executed between the Office of the Attorney General (OAG) and Hidalgo County Criminal District Attorney's Office (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2017 and shall terminate August 31, 2018, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2018-2019 Grant Application Kit ("Application Kit") as supplemented, amended or adjusted by the OAG.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes. The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

3.3 Grant Narrative. GRANTEE's application, including the narrative contained therein as submitted by GRANTEE and as further modified by the OAG, is incorporated by reference into this contract. GRANTEE hereby certifies that the information provided in GRANTEE's application, including the statements made in the narrative, is true and correct and agrees to be bound by the representations and commitments contained therein.

3.4 Special Conditions. The OAG may, at its sole discretion, impose special conditions on GRANTEE, without notice and without amending this contract. GRANTEE agrees in advance to satisfy the requirements of any special conditions imposed by OAG. The imposition of any special conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all special conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, in advance, when possible, but in no event later than ten (10) business days after the date of such change. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change a Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

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4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include: budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Public Information Act. GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly-accessible format pursuant to Section 2252.907 of the Texas Government Code.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the thirtieth (30th) day of each month following the end of each quarter. The four (4) quarters end respectively on the last day of the months of November, February, May and August. Accordingly, quarterly statistical reports, for each respective quarter, are due on or before December 30, 2017, March 30, 2018, June 30, 2018, and September 30, 2018.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a

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minimum, information on the following statistical measures:

a. Targets as established by the OAG;
b. Outputs and Outcomes as established by the OAG; and
c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE must provide a written explanation to the OAG on the quarterly statistical report for any year-to-date performance that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with any quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis, and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget as established in this contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant funds will be paid on a cost reimbursement basis. GRANTEE will submit, each month, a request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for providing services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (a) personnel and fringe benefits, reported separately, (b) professional and consulting services, (c) travel, (d) equipment, (e) supplies, and (f) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A request for reimbursement and financial status report are required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2018, GRANTEE will

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submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner. GRANTEE shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20th) day of each month, or if the 20th day falls on a weekend or holiday, the next business day. The OAG will make reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (a) forty-five (45) calendar days after termination of this contract; or (b) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined not to be actual and allowable allocable costs, GRANTEE shall promptly refund that amount identified by the OAG as an overpayment. The OAG, in its sole discretion, may offset

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and deduct the amount of the overpayment from any amount owed to GRANTEE as a reimbursement, or may choose to require a payment directly from GRANTEE rather than offset and deduct any amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE 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 setup 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 discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

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5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents, or their employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon written notice to the other Party at least thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11, and 12.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

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7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after the contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the contract or documents are resolved. The records include, but may not be limited to, the contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person

directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports, Notices and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports, Notices and Information). All

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financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase in monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract, and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions.

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Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Code of Federal Regulations (CFR), and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, as well as 2 CFR Part 200, and any other requirements relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS, and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential, or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the

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responsibilities of this contract and currently is, and will remain, in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to

and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property, developed or produced using funds obtained under this contract, subject to a royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG, or, where applicable, the State of Texas or the United States Government if federal funds are expended. GRANTEE hereby grants the OAG an unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract is considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this contract without the prior written approval of the OAG. GRANTEE agrees the OAG maintains complete discretion in evaluating any request to subcontract, assign any right, or delegate any duty under this contract, and the OAG may withhold its approval for any reason or no reason. If the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this contract

that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 Merging Entities. If GRANTEE merges with an organization that is currently receiving VCLG grant funds for the same purpose, directly from the OAG, and the merger is completed during the current contract term, the standing organization may seek reimbursement for the remaining OAG funding of the dissolving organization in addition to the standing organization's current funding.

If GRANTEE merges or is absorbed by a non-OAG funded organization, GRANTEE's contract will be terminated. The non-OAG funded organization cannot seek the funding of the dissolving organization for the current grant period.

11.10 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.11 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action, or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.12 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.13 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the grant funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

11.13.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal

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services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims, and claimants are defined in Article 56.32 of the Texas Code of Criminal Procedure.

11.13.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to these documents at any reasonable time.

11.13.3 No Cases Resulting in Fees. Grant funds to organizations to provide legal services to the victims of crime, immediate family members, or claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions may not be applicable in any case where GRANTEE determines, in good faith, that (a) the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and (b) has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason the organization believes prevents the client from obtaining the services of a private attorney.

11.13.4 Other Restrictions. Grant funds shall not be used to fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue. Grant funds shall not be used to sue or otherwise support a cause of action, claim, or defense against the State of Texas or the OAG, or involving a challenge to the constitutionality of a State staute, rule, or regulation, except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Texas Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government entity directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the OAG.

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11.13.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim-related services.

11.13.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys. GRANTEE should exercise reasonably prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value, of the matter.

11.13.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), GRANTEE shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from GRANTEE. For cases that are referred by GRANTEE to a private attorney, GRANTEE shall make available to the accepting attorney a standard form retainer agreement which may be modified based on the agreement between the attorney and client.

The OAG, in its sole discretion, may further limit, authorize or define the scope of permitted legal services offered by the GRANTEE.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings, or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

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12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation under this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

Office of the Attorney General

Office of the Attorney General

Hidalgo County Criminal District Attorney's Office

Printed Name: Ramon Garcia
Authorized Official

DocuSign Envelope ID: 1EEB4D16-2B43-4254-BCB6-E752B9BB1745

GRANT CONTRACT

OAG Contract No. 1881002

EXHIBIT A

Maximum Liability of the OAG. The OAG and GRANTEE agree the total liability of the OAG to GRANTEE, directly or indirectly, arising out of this contract and for reimbursement of all expenses, shall not exceed the following:

$42,000.00.

Budget. Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	**State Fiscal Year 2018**
Personnel	$42,000.00
Fringe Benefits	$-
Professional & Consultant Services	$-
Travel	$-
Equipment	$-
Supplies	$-
Other Direct Operating Expenses	$-
Total	**$42,000.00**

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

August 7, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo Cantu, 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 commissioner's 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 Office of the Governor-Criminal Justice Division. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$42,000.00	OAG Contract No. 1881002 Victim Coordinator and Liaison Grant (VCLG)

CERTIFIED BY:

Raymundo Eufracio, CPA — Date: 8-7-17

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY, 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. | L. KENO VASQUEZ, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | RENEE R. BETANCOURT, JUDGE, 449TH D.C.

AI-61004 **District Attorney 6. B.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Victim Coordinator and Liaison Grant (VCLG) (1281) / Criminal DA (1100):
1. Approval and authorization for County Judge to electronically sign, through DocuSign, the Grant Contract for the Victim Coordinator and Liaison Grant (VCLG) Fiscal Year 2018 contract.
2. Approval to accept the VCLG in the amount of $42,0000.00 effective 09/01/2017 through 08/31/2018.
3. Approval of certification of revenues as certified by the County Auditor for the FY 2018 VCLG.
4. Approval to appropriate the FY 2018 VCLG funds.
5. Approval to reclassify fringe benefits expenditures to the Criminal DA - General Fund Account.

BACKGROUND

Approval and authorization for electronic signature to be submitted on-line through DocuSign for the Victim Coordinator and Liaison Grant (VCLG) Fiscal Year 2018 prior to contract being received. Signature is required by the Office of the Attorney General to expedite the process of awarding the funds.

Approval to submit grant application for FY2018 & FY2019. - AI#59150 April 18, 2017.

Fringes to be reclassified to the District Attorney's Criminal DA-General Fund Account (#7-1100-412-00-080-002-0-XXX)

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Funds available 8/3/2017.

CALENDAR YEAR: 2017 **ACCT. #:** 7-1281-412-00-080-011-8-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

AWARD E-MAIL
APPROPRIATION
CONTRACT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2017 03:45 PM
Ivan Cantu	Ivan Cantu	08/04/2017 09:15 AM
Final Approval		
Form Started By: Ramiro Sendejo		Started On: 08/03/2017 02:15 PM

Minerva Diaz

From: Ramiro Sendejo [ramiro.sendejo@da.co.hidalgo.tx.us]
Sent: Thursday, August 03, 2017 3:39 PM
To: Minerva Diaz; Deborah Fischer; Rosalinda Cantu
Subject: Request for Certification of Revenues - URGENT - short notice
Attachments: AWARD E-MAIL VCLG.pdf; 1881002.pdf

Good Afternoon Minerva,

Please process a Certification of Revenue in the amount total amount of $42,000.00 for the Victim Coordinator and Liaison Grant (VCLG) effective 09/01/2017 thru 08/31/2018. Attached is the Award e-mail and the approved Detail Budget for FY2018.

Agenda Item #AI-61004 will be presented to Commissioners Court requesting acceptance of these funds on August 8, 2017.

I know that this is short notice but as you can see by the attached e-mail we were notified this afternoon and part of the Office of the Attorney General requirements are that we responds by August 11th.

If you have any questions please let me know.

Thank You,

--

Ramiro Sendejo
Accountant III
Administration Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 E. Cano, Courthouse Annex III, 2nd Floor
Edinburg, TX 78539
(956) 292-7604 ext. 8082
(956) 318-2078 FAX
ramiro.sendejo@da.co.hidalgo.tx.us

DATE: August 3, 2017

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 7-1281-412-00-080-011-8-XXX VCLG

Contact Person: Ramiro Sendejo **Ph#** 292-7600 Ext. 8082

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
7-1281-412-00-080-011-8-113	Regular F/T Employees	$42,000.00
7-1281-334-10-080-011-8-000	Revenues	$42,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**$42,000.00**

REASON: To appropriate 2018-2019 Victim Coordinator and Liaison Grant (VCLG). Funding provided by the Office of the Attorney General (OAG) from September 1, 2017 - August 31, 2018. (Fringes to be paid from the District Attorney's Criminal DA-General Fund Account #7-1100-412-00-080-002-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Ramiro Sendejo <ramiro.sendejo@da.co.hidalgo.tx.us>

Fwd: VCLG FY18 Introduction

1 message

Rosalinda Cantu <rosalinda.cantu@da.co.hidalgo.tx.us> Thu, Aug 3, 2017 at 1:22 PM
To: "sendejo, ramiro" <ramiro.sendejo@da.co.hidalgo.tx.us>

FYI.

---------- Forwarded message ----------
From: **Reyes-Salinas, Helen** <Helen.Reyes-Salinas@oag.texas.gov>
Date: Thursday, August 3, 2017
Subject: VCLG FY18 Introduction
To: "Reyes-Salinas, Helen" <Helen.Reyes-Salinas@oag.texas.gov>

Dear VCLG Applicant,

Congratulations! You are being awarded a Victim Coordinator and Liaison Grant (VCLG) for the Fiscal Year (FY) 2018 (September 1, 2017 - August 31, 2018). Your grant contract will be sent, via DocuSign to the Authorized Official indicated in your application.

Please note the following:

- This email correspondence is being sent to the Grant Contact and Authorized Official of record with the Office of the Attorney General (OAG). If you are no longer the person in your organization to receive this information, please forward as appropriate and update your organization's information with the OAG.

- An email will be sent to the Authorized Official of record with the OAG via DocuSign. The email will be sent from 'DocuSign System'.

- The Authorized Official must return the electronically signed document, via DocuSign, to the OAG within the prescribed time period indicated below. Failure to do so will be construed as a rejection of the grant award, and the OAG may de-obligate funds.

- Your grant contract is for one year (FY 2018) and includes your award amount listed on Exhibit A. The final award amount may be different than the initial application amount submitted.

- If you wish to accept the award, the Authorized Official must sign, via DocuSign and return the grant contract by Friday, August 11, 2017.

- Special Conditions (formerly Exhibit C of the contract) will be sent within the next few days via email with a PDF document attached to the Authorized Official and Grant Contract of record. Please note, the imposition of any

special condition places Grantee on immediate financial hold, consistent with section 9.2 of the contract. No reimbursements will be processed until the requested information is submitted.

- [Helen Reyes-Salinas] will be your Grant Manager, and will be your contact with our office on all matters regarding your grant.

Thank you for the work that you do on behalf of victims of crime in the state of Texas.

Sincerely,

Contracts and Asset Management

Helen Reyes-Salinas

Grant Manager

Contracts and Asset Management Division

Office of the Attorney General

P.O. Box 12548

Austin, Texas 78711

Helen.Reyes-Salinas@oag.texas.gov

Phone: (512) 936-2936

–

Sincerely,

Rosalinda Cantu

HR Coordinator/ Office Administrator
Hidalgo County
Office of the Criminal District Attorney
100 E. Cano, Courthouse Annex III, 2nd Floor
Edinburg, Texas 78539
Office No. (956) 292-7604 ext. 8085 Fax (956) 318-2078
rosalinda.cantu@da.co.hidalgo.tx.us

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or

distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

DocuSign Envelope ID: 1EEB4D16-2B43-4254-BCB6-E752B9BB1745

GRANT CONTRACT

OAG Contract No. 1881002

This contract is executed between the Office of the Attorney General (OAG) and Hidalgo County Criminal District Attorney's Office (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

SECTION 2. TERM OF THE CONTRACT

This contract shall begin on September 1, 2017 and shall terminate August 31, 2018, unless it is terminated earlier in accordance with another provision of this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2018-2019 Grant Application Kit ("Application Kit") as supplemented, amended or adjusted by the OAG.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes. The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

3.3 Grant Narrative. GRANTEE's application, including the narrative contained therein as submitted by GRANTEE and as further modified by the OAG, is incorporated by reference into this contract. GRANTEE hereby certifies that the information provided in GRANTEE's application, including the statements made in the narrative, is true and correct and agrees to be bound by the representations and commitments contained therein.

3.4 Special Conditions. The OAG may, at its sole discretion, impose special conditions on GRANTEE, without notice and without amending this contract. GRANTEE agrees in advance to satisfy the requirements of any special conditions imposed by OAG. The imposition of any special conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all special conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, in advance, when possible, but in no event later than ten (10) business days after the date of such change. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change a Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include: budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Public Information Act. GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly-accessible format pursuant to Section 2252.907 of the Texas Government Code.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the thirtieth (30th) day of each month following the end of each quarter. The four (4) quarters end respectively on the last day of the months of November, February, May and August. Accordingly, quarterly statistical reports, for each respective quarter, are due on or before December 30, 2017, March 30, 2018, June 30, 2018, and September 30, 2018.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a

minimum, information on the following statistical measures:

a. Targets as established by the OAG;
b. Outputs and Outcomes as established by the OAG; and
c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE must provide a written explanation to the OAG on the quarterly statistical report for any year-to-date performance that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with any quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis, and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Grant Budget. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget as established in this contract.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. Grant funds will be paid on a cost reimbursement basis. GRANTEE will submit, each month, a request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for providing services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (a) personnel and fringe benefits, reported separately, (b) professional and consulting services, (c) travel, (d) equipment, (e) supplies, and (f) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A request for reimbursement and financial status report are required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2018, GRANTEE will

submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner. GRANTEE shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20th) day of each month, or if the 20th day falls on a weekend or holiday, the next business day. The OAG will make reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (a) forty-five (45) calendar days after termination of this contract; or (b) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined not to be actual and allowable allocable costs, GRANTEE shall promptly refund that amount identified by the OAG as an overpayment. The OAG, in its sole discretion, may offset

and deduct the amount of the overpayment from any amount owed to GRANTEE as a reimbursement, or may choose to require a payment directly from GRANTEE rather than offset and deduct any amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE 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 setup 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 discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents, or their employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon written notice to the other Party at least thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11, and 12.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after the contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the contract or documents are resolved. The records include, but may not be limited to, the contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' advance notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person

directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

7.6 **Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 **Programmatic Reports, Notices and Information (excluding Financial Reports).** All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 **Financial Reports (excluding Programmatic Reports, Notices and Information).** All

financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase in monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract, and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions.

Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Code of Federal Regulations (CFR), and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, as well as 2 CFR Part 200, and any other requirements relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), and any other applicable federal or state grant management standards. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS, and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall also follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential, or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the

responsibilities of this contract and currently is, and will remain, in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to

and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property, developed or produced using funds obtained under this contract, subject to a royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG, or, where applicable, the State of Texas or the United States Government if federal funds are expended. GRANTEE hereby grants the OAG an unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract is considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this contract without the prior written approval of the OAG. GRANTEE agrees the OAG maintains complete discretion in evaluating any request to subcontract, assign any right, or delegate any duty under this contract, and the OAG may withhold its approval for any reason or no reason. If the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this contract

that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 Merging Entities. If GRANTEE merges with an organization that is currently receiving VCLG grant funds for the same purpose, directly from the OAG, and the merger is completed during the current contract term, the standing organization may seek reimbursement for the remaining OAG funding of the dissolving organization in addition to the standing organization's current funding.

If GRANTEE merges or is absorbed by a non-OAG funded organization, GRANTEE's contract will be terminated. The non-OAG funded organization cannot seek the funding of the dissolving organization for the current grant period.

11.10 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.11 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action, or proceeding is brought in an inconvenient forum; and/or the venue is improper.

11.12 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

11.13 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, and if the purpose of the grant funds is to provide legal services to victims of crime, GRANTEE shall comply with the following:

11.13.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal

services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims, and claimants are defined in Article 56.32 of the Texas Code of Criminal Procedure.

11.13.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to these documents at any reasonable time.

11.13.3 No Cases Resulting in Fees. Grant funds to organizations to provide legal services to the victims of crime, immediate family members, or claimants in civil matters shall not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions may not be applicable in any case where GRANTEE determines, in good faith, that (a) the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and (b) has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason the organization believes prevents the client from obtaining the services of a private attorney.

11.13.4 Other Restrictions. Grant funds shall not be used to fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue. Grant funds shall not be used to sue or otherwise support a cause of action, claim, or defense against the State of Texas or the OAG, or involving a challenge to the constitutionality of a State staute, rule, or regulation, except as specifically provided below.

Grant funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Texas Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government entity directly to an indigent individual, but not to support a claim for actual or punitive damages.

Grant funds shall not be used to support any legal action seeking to establish, obtain or appeal Compensation for Crime Victims payments as administered by the OAG.

11.13.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim-related services.

11.13.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys. GRANTEE should exercise reasonably prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value, of the matter.

11.13.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), GRANTEE shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from GRANTEE. For cases that are referred by GRANTEE to a private attorney, GRANTEE shall make available to the accepting attorney a standard form retainer agreement which may be modified based on the agreement between the attorney and client.

The OAG, in its sole discretion, may further limit, authorize or define the scope of permitted legal services offered by the GRANTEE.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings, or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation under this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

Office of the Attorney General	**Hidalgo County Criminal District Attorney's Office**
Office of the Attorney General	Printed Name: Ramon Garcia Authorized Official

DocuSign Envelope ID: 1EEB4D16-2B43-4254-BCB6-E752B9BB1745

GRANT CONTRACT

OAG Contract No. 1881002

EXHIBIT A

Maximum Liability of the OAG. The OAG and GRANTEE agree the total liability of the OAG to GRANTEE, directly or indirectly, arising out of this contract and for reimbursement of all expenses, shall not exceed the following:

$42,000.00.

Budget. Subject to the limitations within this contract, the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	**State Fiscal Year 2018**
Personnel	$42,000.00
Fringe Benefits	$-
Professional & Consultant Services	$-
Travel	$-
Equipment	$-
Supplies	$-
Other Direct Operating Expenses	$-
Total	**$42,000.00**

AI-60886 **HIDTA - Task Force** **6. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Maria Del Rosario Gonzalez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA US Justice Asset Forfeiture Fund (1254):
Authorization and approval to pay extra duty hours from May 15, 2017 - December 31, 2017 to Deputies assigned to the Hidalgo County Criminal District Attorney's Office HIDTA Task Force from the following departments:
Constable Pct. 3, Constable Pct. 4, Sheriff's Office

BACKGROUND

As per the Equitable Sharing Guidelines, shared funds may be used to pay the overtime and benefits of current sworn and non-sworn law enforcement personnel involved in law enforcement operations.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1254-412-00-270-014-0-XXX

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

BUDGETARY IMPACT:

Funds are available as of 8/4/17.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/01/2017 11:54 AM
Human Resources	Katia Garcia	08/04/2017 02:42 PM
Budget & Management	Veronica Ortiz	08/04/2017 03:15 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/26/2017 01:53 PM

Final Approval Date: 08/04/2017

DATE December 6, 2016
DEPARTMENT HIDTA TASK FORCE
ACCOUNT **1254-412-00-270-014-0-xxx (US JUSTICE)**

SLOT NUMBER	POSITION	2016 BUDGETED OVERTIME	FRINGES BENEFIT COMPENSATION RATES			
			FICA 7.65%	Retirement 11.47%	Unemployment 0.60%	Worker's Comp 3.12%
G003	Criminal Investigator I	12,000.00	918.00	1,376.40	72.00	374.40
G004	Criminal Investigator II	12,000.00	918.00	1,376.40	72.00	374.40
G006	Criminal Investigator II	12,000.00	918.00	1,376.40	72.00	374.40
G013	Criminal Investigator II	12,000.00	918.00	1,376.40	72.00	374.40
G014	Criminal Investigator III	12,000.00	918.00	1,376.40	72.00	374.40
027	Criminal Investigator II	12,000.00	918.00	1,376.40	72.00	374.40
028	Criminal Investigator II	12,000.00	918.00	1,376.40	72.00	374.40
	Deputy Constable	12,000.00	918.00	1,376.40	72.00	374.40
	Deputy Constable	12,000.00	918.00	1,376.40	72.00	374.40
	Sheriff's Office	12,000.00	918.00	1,376.40	72.00	374.40
	TOTAL	**$ 120,000.00**	**$ 9,180.00**	**$ 13,764.00**	**$ 720.00**	**$ 3,744.00**

AI-60870 **County Clerk** **7. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Sandra Solis, COUNTY CLERK

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Requesting approval of Official Bond Renewal for Elections Administrator, Yvonne Ramon.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-414-00-130-001-0-520

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

BUDGETARY IMPACT:

Funding available as of 07/26/2017.

Attachments

Billing Notice
Oath of Office
Power of Attorney
Continuation Certificate
Renewal-Principal's Copy Execution Report
Government Code
Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/25/2017 02:58 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Sandra Solis		Started On: 07/24/2017 04:46 PM
Final Approval Date: 08/04/2017		

OLD REPUBLIC SURETY GROUP

P O Box 1635
Milwaukee, WI 53201
Tel: 800-217-1792
Email: Underwriting@orsurety.com

BILLING NOTICE

FILED
AT 9:35 O'CLOCK A M
JUL 19 2017
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

YOU MAY MAKE YOUR PAYMENT ONLINE VIA OUR WEBSITE

WWW.ORSURETY.COM/PAY_ONLINE

LPO1135688
YVONNE RAMON
8700 NORTH WARE ROAD
MCALLEN, TX 78504

This bond will be cancelled if payment is not received by the due date.

Due Date: 8/26/2017
Amount Due: $70.00

Bond Number: LPO1135688
Bond Desc: ELECTIONS ADMINISTR
Bond Amount: 20,000
Effective Date: 8/26/2017
Expiration Date: 8/26/2018
Obligee: COUNTY JUDGE
HIDALGO COUNTY
P O BOX 1356
EDINBURG, TX 78540

Producer:
MONTALVO INSURANCE AGENCY INC
208 S. TEXAS BLVD.
P O BOX 2
WESLACO, TX 78599-0002
956-968-5521

THIS BOND EXPIRES UNLESS RENEWED BY A CONTINUATION CERTIFICATE. THE CONTINUATION CERTIFICATE WILL BE ISSUED UPON RECEIPT OF PAYMENT.

Please retain this portion for your records

Cut and return this portion with your payment

OLD REPUBLIC SURETY GROUP

If payment has been remitted please disregard this notice.

Please include bond number on your check or money order and payable to: **OLD REPUBLIC SURETY COMPANY**

Bond Number	Due Date	Amount Due	Bill Codes
LPO1135688	8/26/2017	$70.00	6 D Y 3 JOH

☐ Name/Address/Email change (Please print on reverse side)

OLD REPUBLIC SURETY GROUP
P O BOX 1635
MILWAUKEE, WI 53201

YVONNE RAMON
8700 NORTH WARE ROAD
MCALLEN, TX 78504

OR22576C

FILED
AT 9:35 O'CLOCK A M
JUL 19 2017
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

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 _____, 20_____.

(Seal)

_____
Notary Public
_____ County, Texas

OATH OF OFFICE

(GENERAL)

I, Yvonne Ramón, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Hidalgo County Elections Adm. 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 Yvonne Ramón

Sworn to and subscribed before me, at Edinburg, Texas, this 18 day of July

(Seal)

NOTARY PUBLIC
CARLOS THOMAS NIETO
Notary ID# 13077986-1
Expiration 8-15-2020
STATE OF TEXAS

Carlos Nieto
Notary Public
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: _____, 20_____.

_____ 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 _____, 20____ , with its certificates of authentication, was filed for record in my office the _____ day of _____, 20____, at _____ o'clock ___M., and duly recorded the _____ day of _____, 20_____, 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

FILED
AT 9:35 O'CLOCK A M
JUL 19 2017
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Roberta S. Witherow of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows: Effective Date: 8/26/2017 12:00:00 AM

Bond Number: LPO1135688	Bond Amount:	Twenty Thousand Dollars	$ 20,000.00

Principal Name: YVONNE RAMON

Obligee Name: COUNTY JUDGE of EDINBURG, TX

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of May, 2017.

OLD REPUBLIC SURETY COMPANY

Jane E. Cherney
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of May, 2017, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2018

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0895610

Signed and sealed at the City of Brookfield, WI this 23rd day of May, 2017.

Jane E. Cherney
Assistant Secretary

ORSC 22262 (3-06)

MONTALVO INSURANCE AGENCY INC

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
LPO1135688	Election Administrator	20,000.00	08/26/2017	08/26/2018

PRINCIPAL

YVONNE RAMON
8700 NORTH WARE ROAD

MCALLEN, TX 78504

OBLIGEE

COUNTY JUDGE
HIDALGO COUNTY
P O BOX 1356
EDINBURG, TX 78540

FILED
AT 9:35 O'CLOCK A M
JUL 19 2017
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS 23rd DAY OF May 2017

0895610
MONTALVO INSURANCE AGENCY INC
208 S. TEXAS BLVD.
P O BOX 2
WESLACO, TX 78599-0002
956-968-5521

Old Republic Surety Company
SURETY

By Roberto S. Witherow
ATTORNEY-IN-FACT

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1907

ORSC 22054 (8/94)

FILED
AT 9:35 O'CLOCK A M
JUL 19 2017
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635
www.orsurety.com

RENEWAL – Principal's Copy
Execution Report

PRINCIPAL

YVONNE RAMON
8700 NORTH WARE ROAD

MCALLEN, TX 78504

OBLIGEE

COUNTY JUDGE
HIDALGO COUNTY
P O BOX 1356
EDINBURG, TX 78540

BOND NUMBER: LPO1135688 BOND AMOUNT: 20,000.00

BOND DESCRIPTION:

Election Administrator

EFFECTIVE DATE: 08/26/2017 EXPIRATION DATE: 08/26/2018

PREMIUM DUE:	70.00
FEES:	0.00
PAYMENT DUE SURETY:	70.00

FULL PREMIUM AND APPLICABLE FEES ARE DUE ON DIRECT BILL BONDS.

BILLING TYPE: D *(D-DIRECT BILL, B-AGENCY BILL)*

AGENCY 0895610 (956) 968-5521
MONTALVO INSURANCE AGENCY INC
208 S. TEXAS BLVD.
P O BOX 2
WESLACO, TX 78599-0002

REMARKS

None

THANK YOU FOR YOUR BUSINESS.

FILED
AT 9:35 O'CLOCK A M
JUL 19 2017
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

Sec. 31.040. BOND. (a) Before assuming the duties of a county elections administrator, the person appointed to the position must give a bond that is in an amount set by the commissioners court, not to exceed $20,000, payable to the county judge, approved by the commissioners court, and conditioned on the faithful performance of the duties of the position.

(b) The commissioners court or the administrator may require any or all of the administrator's deputies, other than unpaid volunteer deputy registrars, to give a bond similar to that required of the administrator in an amount not exceeding the amount of the administrator's bond.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

Requisition

Req # 00346453

PO #

Date: 07/17/17

Bill To: x
x

Vendor : 161985
OLD REPUBLIC SURETY GROUP
P.O. BOX 1635
MILWAUKEE WI 53201
FAX (214)688-1120

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: Mel Esparza
956-318-2570

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	Elections Administrator Yvonne Ramon's Bond Renewal Policy Number LPO 1135688 (8/26/2017-8/26/2018)	70.00	70.00
		Account No	Encumbrance	
		7-1100-414-00-130-001-0-520	70.00	
			Freight	.00
			Total	70.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-60764 **Constable Pct. #1** **8. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Constable Celestino Avila, Jr., CONSTABLE PCT. #1

Submitted By: Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Discussion, consideration, and approval for Hidalgo County Constable Pct. 1 continued participation in Texas 1033 Surplus Property Program

BACKGROUND

Fiscal Impact

Attachments

Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/19/2017 11:57 AM
Ivan Cantu	Ivan Cantu	07/19/2017 03:53 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Joe Espinoza		Started On: 07/19/2017 10:31 AM
Final Approval Date: 08/04/2017		

○ New
◉ Update

CLEAR FORM

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

This application must be updated and resubmitted within 30 days of any changes

○ Federal ◉ State ○ Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ):_____

2YTXXX DODAAC (Update Only): 2YTFDB

AGENCY: Hidalgo County Constable Pct. 1

PHYSICAL ADDRESS (No P.O. Box): 1900 Joe Stephens

CITY: Weslaco STATE: Texas ZIP: 78599

*****AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM*****
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 17 PART-TIME: 14

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

***MAIN POC: Is the Primary POC for requests and property pickup**

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	Joe F. Espinosa	joe.espinosa@co.hidalgo.tx.us	956-447-3775
SCREENER/POC #2	Robert Alvarez	robert.alvarez@co.hidalgo.tx.us	956-447-3775
SCREENER/POC #3	Jorge Salazar	jorge.salazar@co.hidalgo.tx.us	956-447-3775
SCREENER/POC #4	Julio Gonzales	julio.gonzales@co.hidalgo.tx.us	956-447-3775
WEAPON/POC	Martin Blanco Jr	martin.blanco@co.hidalgo.tx.us	956-447-3775
AIRCRAFT/POC	George Garret	ggarrett@sc2000.net	956-447-3775
VEHICLE/POC	Pedro Escalon Jr	pete.escalon@co.hidalgo.ts.us	956-447-3775

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/: HEAD OF LOCAL AGENCY

Celestino Avila Jr — PRINTED NAME

DATE: _____

_____ — SIGNATURE

STATE COORDINATOR/SPOC: (NOT REQUIRED FOR FEDERAL AGENCIES)

_____ — PRINTED NAME

DATE: _____

_____ — SIGNATURE

_____
LESO Team Lead Approval

AP Version: 1/28/16

TEXAS LESO PROGRAM
SUPPLEMENTAL DATA SHEET

Date: 07/19/2017

Agency Name: Hidalgo County Constable Pct. 1

ORI (Originating Agency Identification) number: TX1081800

(Please enter same screeners in the order as listed on front page)

Screener #1: Joe F. Espinosa Chief Deputy
NAME / TITLE

Screener #2: Robert Alvarez Deputy
NAME / TITLE

Screener #3: Jorge Salazar Deputy
NAME / TITLE

Screener #4: Julio Gonzales Deputy
NAME / TITLE

STATE PLAN OF OPERATIONS

BETWEEN THE STATE OF

TEXAS

AND THE

Hidalgo County Constable Pct. 1

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) Hidalgo County Constable Pct. 1, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement 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 preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental 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. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

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 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752
EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590
Fax Number: 512-424-7591
Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (*LEA name*) Hidalgo County Constable Pct. 1.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (*LEA name*) Hidalgo County Constable Pct. 1 understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

1) Manned Aircraft, fixed or rotary wing
2) Unmanned Aerial Vehicles
3) Wheeled Armored Vehicles
4) Wheeled Tactical Vehicles
5) Command and Control Vehicles
6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
7) Explosives and Pyrotechnics
8) Breaching apparatus

9) Riot Batons
10) Riot Helmets
11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;

2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);

3) The LEA's policies and protocols on deployment of this type of property;

4) Certifications on required training for use of this type of property; and

5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (*LEA name*) Hidalgo County Constable Pct. 1 must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.

2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.

4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/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) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.

3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.

2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.

3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO 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. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.

4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).

5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.

6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.

7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

1) Receive, validate, and reconcile incoming certified inventories from the LEAs.

2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

1) Complete the annual physical inventory as required.

2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.

3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.

a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.

(1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.

(2) The LESO requires serial number photos for each small arm received through the LESO Program.

b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.

4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.

2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

1) Support the LESO PCR process by:

a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.

b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.

c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.

2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.

a. The internal PCR will include, at minimum:

(1) A review of each selected LEAs LESO Program files.

(2) A review of the signed State Plan of Operation (SPO).

(3) A review of the LEA application and screener's letter.

(4) A physical inventory of the LESO Program property at each selected LEA.

(5) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, small arms 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.

b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.

2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.

a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.

b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.

2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.

3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.

3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures 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.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms 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 small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, 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 property's DEMIL Code. All documents concerning a property record must be retained.

1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.

2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.

3) Environmental Property records must be retained for fifty (50) 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 DLA Records Schedule. These records include, but are not limited to, the following: 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.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.

2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.

3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:

    a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
    b. HMMWVs: one (1) vehicle for every three (3) officers;
    c. MRAPs: one (1) vehicle per LEA.

4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.

2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.

3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.

4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.

5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

1) Suspend LEAs for a minimum of sixty (60) days 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 DLA MOA. Suspension may lead to TERMINATION.

2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.

4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

   a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.

   b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.

2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.

3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.

4) Be required 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 the LESO upon receipt.

5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).

6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

1) 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. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. 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 USC 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 USC 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 DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety 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 LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO 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 State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge 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.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Celestino Avila Jr
Type / Print Chief Law Enforcement Official Name

Chief Law Enforcement Official Signature — Date (MM/DD/YYYY)

Ramon Garcia
Type/Print Civilian Governing Body Authorized Official

CGB Authorized Official Signature — Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature — Date (MM/DD/YYYY)

AI-61049 **Constable Pct. #2** **9. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Norma Castrellon, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

1. Authorization to accept the Approval Notice in reference to the Local Border Security Program 2017-2018 (LBSP) for the amount of $32,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award from and related document.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY 2017-2018 Local Border Security Program (LBSP).
5. Approval to appropriate the budget for Constable Pct 2 Office portion of the FY 2017-2018 Local Border Security Program (LBSP) in the amount of $32,000.00.

BACKGROUND

On 04/04/2017, Commissioner's Court Approved the Authorization to Apply for the FY 2017-2018 Local Border Security Program (LBSP) Grant from the Office of the Governor Department of Homeland Security, FEMA (AI-59078),

Grant No. 3002103
Grant Operation Date is from September 01, 2017 to August 31, 2018.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1284-421-00-292-080-8-XXX

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

BUDGETARY IMPACT:

Fiscal Year 2018

Revenue account is 7-1284-334-10-292-080-8-000

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits.

All other fringe benefits will be reclassifed to the Hidalgo County Constable Pct. 2

general fund account (7-1100-421-00-292-001-0-XXX)

Attachments

accept
backup
backup
letter
appropriation
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2017 03:19 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Norma Castrellon		Started On: 08/04/2017 02:58 PM
Final Approval Date: 08/04/2017		

2:42 PM

Agency Name: Hidalgo County
Grant/App: 3002103
Start Date: 9/1/2017
Project Title: Local Border Security Program-Constable PCT2
Status: Pending AO Acceptance of Award [FUND HOLD]
End Date: 8/31/2018
Fund Source: BL-Local Border Security Program (LBSP)
Current Grant Manager: Debbie Jacaman
Current Program Manager: Arturo Mendez
Liquidation Date:
CFDA: NONE
OOG Solicitation: BL18 Local Border Security Program Solicitation -FY18

General Information and Instructions

View Introduction

View Certification and Assurances

View Instructions

Grant Award Documents

Congratulatory Letter and Instructions

Grantee Responsibilities Memo

Print Statement of Grant Award

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, 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:	3002103	**Award Amount:**	$32,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2017 - 08/31/2018	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2018	**Total Project Cost:**	$32,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT2		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2018-BL-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	

Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

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

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make available upon request.	3/23/2017		☐	☐
Overtime: Grantees must upload a copy of the overtime policy approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must: 1) clearly describe how overtime will be calculated; 2) be consistent with the agency's overtime policy; and 3) treat grant-paid personnel the same as non-grant paid personnel. OOG will monitor overtime expenditures based on this policy. OOG will release the Condition of Funding once OOG approves the overtime policy.	3/23/2017		☑	☐
Other Condition of Funding. ********* Respond to Application Review - see notes on Measures tab.	6/26/2017		☑	☐

Accept Decline

Office of the Governor - Homeland Security Grants Division
2018 Local Border Security Program (LBSP)
Request for Applications (RFA)

The Homeland Security Grants Division (HSGD) of the Governor's Office is soliciting grant applications for projects that support Operation Border Star during state fiscal year 2018.

Purpose: The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

1) Increase the effectiveness and impact of Steady State and Surge Operations.
2) Reduce border-related criminal activity in Texas.
3) Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
4) Decrease the supply of drugs smuggled into and through Texas from Mexico.
5) Disrupt and deter operations of gang and cartel criminal organizations.
6) Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
7) Decrease use of specific areas for crime as targeted in directed action missions.
8) Increase the effectiveness of air operations mission planning and prioritization.
9) Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Protection (USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.
10) Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
11) Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
12) Increase intelligence-based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

Available Funding: State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 27 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Funding Levels:
Minimum: None
Maximum: None
Match Requirement: None

Standards: Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards (UGMS), and all statutes, requirements, and guidelines applicable to this funding.

Prohibitions: Grant funds may **not** be used to support the following services, activities, and costs:

1) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2) lobbying;
3) regular time worked as part of the employee's normal duty period;
4) augmentees – law enforcement personnel who are not regular employees of a funded agency, but are brought on as needed to specifically cover border security operations so that there can be a force multiplier during a period of "Surge";
5) any portion of the salary of, or any other compensation for, an elected or appointed government official;
6) time spent by certified peace officers on administrative duties;
7) backfill costs for personnel participating in operations;
8) transportation, lodging, per diem, training fees or any related costs associated with participants who attend a training event;
9) purchase of vehicles;
10) purchase of equipment for government agencies that are for general agency use;
11) weapons, ammunition, tasers, tracked armored vehicles, weaponized vehicles or explosives;
12) postage;
13) admission fees or tickets to any amusement park, recreational activity or sporting event;
14) promotional gifts;
15) food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel;
16) membership dues for individuals;
17) any expense or service that is readily available at no cost to the grant project;
18) any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
19) fundraising;
20) construction;
21) medical services;
22) legal fees;
23) legal services for adult offenders; and
24) any other prohibition imposed by federal, state, or local law.

Eligible Applicants:

1) Units of local government; and
2) Federally Recognized Native American tribes.
3) Eligible applicants must be located within a County within one of the six DPS Joint Operations and Intelligence Centers (JOIC) Regions including:
   a) El Paso JOIC – El Paso County.
   b) Coastal Bend JOIC – Aransas County, Bee County, Calhoun County, Dewitt County, Fayette County, Goliad County, Gonzales County, Guadalupe County, Jackson County,

Jim Wells County, Karnes County, Kleberg County, Lavaca County, Live Oak County, Matagorda County, McMullen County, Nueces County, Refugio County, San Patricio County, Victoria County, and Wharton County.

c) Marfa JOIC – Brewster County, Culberson County, Hudspeth County, Jeff Davis County, Pecos County, Presidio County, Reeves County, and Terrell County.

d) Del Rio JOIC – Dimmit County, Edwards County, Kinney County, Maverick County, Real County, Uvalde County, Val Verde County, and Zavala County.

e) Laredo JOIC – Duval County, Frio County, Jim Hogg County, La Salle County, Webb County, and Zapata County.

f) Rio Grande Valley JOIC – Brooks County, Cameron County, Hidalgo County, Kenedy County, Starr County, and Willacy County.

Eligible Costs:

1) Overtime for increased patrol and investigative capacity for certified peace officers, along with limited support for other law enforcement support personnel (i.e., Communications Officers/Dispatchers and Jailers). Project Overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:

   a) OT is time actually worked that exceeds the required number of hours during an employee's designated work period.

   b) OT must be worked to increase patrol and/or in an investigative capacity.

   c) The project OT rate will be no more than one-and-one-half (1.5) times the employee's regular hourly rate of pay.

   d) Exempt salaried employees may not be reimbursed for overtime unless the grantee's overtime policy specifically allows for this.

   e) HSGD will only reimburse the grantee for OT that does not exceed a total of 16-hours (regular +OT) worked during any 24-hour period.

2) Law enforcement support personnel costs may be reimbursed up to 5% of the award or $5,000, whichever is less. These costs include:

   a) Communications Officers/Dispatcher costs necessary to maintain a safe Officer to Dispatcher ratio when supporting law enforcement personnel that are on patrol and participating in border operations.

   b) Jailer costs for personnel necessary to support officers that are on patrol and participating in border operations.

3) Certain operational costs incurred as part of these overtime patrols and investigations may be reimbursed, such as vehicle operating costs, transportation, lodging, per diem, or additional costs for minor emergency repairs as described below:

   a) The cost of fuel, lubricants, and minor emergency repairs or maintenance for vehicles, aircraft, boats, generators, and similar equipment used during the hours in which the OT is worked. Only actual expenses supported by invoiced gas, oil, and repair or maintenance receipts may be reimbursed under this grant. Fuel costs used during the hours officers are working on grant-paid OT are allowable. Maintenance costs must be prorated to show the usage of vehicles or equipment for regular law enforcement duties as compared to usage while officers are working grant-paid OT patrols.

b) The cost of minor emergency repairs, such as tire repair or fan belt replacement, to vehicles or equipment used in program operations is allowable.

c) Transportation, lodging, fuel, and per diem costs may be reimbursed for personnel who work on program activities more than 50 miles from their program duty station.

d) Costs for rentals of equipment or other services critical to success of the program, and that have been pre-approved by the HSGD, are also allowable.

Eligibility Requirements:

1) Eligible applicants must agree to perform the following activities:
   a) Conduct Steady State operations and respond to calls for service.
   b) Conduct enhanced law enforcement patrolling activities.
   c) Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
   d) Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
   e) Report significant border-related events that occur during each 24-hour period.
   f) Identify significant border-related trends or areas of interest that may be developed into focus areas for future operations.
   g) Integrate air, ground, marine, and remote operations.
   h) Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (DPS) Joint Operations and Intelligence Centers (JOIC).
   i) Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
2) Eligible applicants must agree to submit the Daily Border Incident Assessment Report (BIAR). The BIAR is the primary incident and information-reporting tool for the grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within the timeframes established by the JOIC. The grantee shall report all activities that are considered Steady State activities in addition to Enhanced Operation activities to the JOIC. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission (organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, home invasions with a border or organized crime nexus, illegal immigration, border-related murders, gang-related murders, or drug trafficking). Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency chooses to increase the hours of patrol or investigative bodies.
3) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2011 through 2015. This requirement must be met by August 1, 2017.
4) Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

5) An application requirement pertaining to full compliance with Department of Homeland Security detainer requests applies to all municipal or county governments that operate a subdivision or department that detains individuals after arrest for a criminal violation. Full text of this certification can be found on the Narrative tab of each application or at http://gov.texas.gov/cjd/dhs_detainerrequest. All applicants must select one of four options in their eGrants application to be considered for funding under this announcement.
6) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do).
7) Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/.
8) Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Project Period: Projects selected for funding must begin on or after September 1, 2017 and expire on or before August 31, 2018.

Application Process: Applicants must access HSGD's grant management website at https://eGrants.gov.texas.gov to register and apply for funding. Additional requirements are included within the online application form.

NOTE: Applicants must upload the required Direct Deposit forms, New Payee Identification Form, and W9 Form for each application prior to submission. The eGrants system will not allow an application submission until these forms are attached to the application. These forms are available at https://egrants.gov.texas.gov/updates.aspx under the Financial Management Tools section or by clicking on the hyperlinks above.

Closing Date for Receipt of Applications: All applications must be submitted and certified via HSGD's grant management website on or before Thursday, **March 30, 2017** by 5:00 PM CST.

Selection Process: Applications will be reviewed by HSGD staff members in consultation with DPS Regional JOIC representatives. HSGD will make all final funding decisions based on eligibility and operational content which includes but is not limited to the following:

1) Compliance - Past compliance with grant requirements, reporting, and information sharing.
2) Performance – Impact and effectiveness of the Applicant's participation in previous border security operations or activities and effectiveness in using grant funds awarded for border security.
3) Risk – The Applicant's need as indicated by data available on border-related criminal activity, population, number of officers, and other factors.
4) Other Funding – The Applicant's history of applying for, receiving, and/or effectively utilizing other sources of funding available to support border security activities (e.g. Operation Stonegarden).

Contact Information: For technical assistance or additional information, contact HSGD at eGrants@gov.texas.gov or (512) 463-8382.

Office of the Governor

Criminal Justice Division & Homeland Security Grants Division

Grantee Conditions and Responsibilities

September 1, 2016

About this Document

In this document, grantees will find requirements that apply to grants, state and federal requirements for grantees, and conditions for uses of grant funds administered by the Office of the Governor (OOG). It is incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

This document is organized by topic area, with sub-sections that designate which provisions apply generally to all OOG grantees, and those that apply only to grants awarded by divisions of OOG, namely the Homeland Security Grants Division (HSGD) and the Criminal Justice Division (CJD). Within those sub-sections are provisions that apply only to certain grant programs, activities, or grantees.

For clarification or further information, please see the Guide to Grants and other support materials at http://eGrants.Gov.Texas.Gov or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk at via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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1. Grant Agreement Requirements and Conditions

For all applicable OOG grantees

1.1 Applicability of Grant Agreement and provisions

The Grant Agreement is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

If any term or provision of this Grant Agreement is found to be invalid or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The invalid term or invalid provision shall be deemed severable and stricken from the Grant Agreement as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, maximum liability of OOG, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, disclaimers and limitation of liability, indemnification, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 Legal authority to apply

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action will be, before the award is accepted by the grantee, been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.

1.3 Amendments and changes to the Grant Agreement

OOG and grantee may agree to make adjustments to the grant budget and detailed budget as documented in eGrants. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category or changing grant officials. OOG, at its sole discretion, and upon written notice by OOG to the grantee of any proposed adjustment, and after the grantee has had an opportunity to respond to the proposed adjustment, may adjust the grantee's Budget, Grant Narrative, Special Conditions, and/or any other items as deemed appropriate by OOG, at any time, during the term of this Grant Agreement.

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The grantee has no right or entitlement to reimbursement with grant funds. OOG and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of OOG is void unless a written amendment to this Grant Agreement is first executed and documented in eGrants. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of OOG in excess of the "Maximum Liability of the OOG" as set forth in the Statement of Grant Award (SOGA).

***

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in eGrants to be binding upon the Parties.

1.4 General responsibility

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with OOG administrative rules, policies and procedures, and applicable federal and state laws and regulations.

***

Grant funds may be used only for the purposes in the grantee's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from OOG.

***

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met. The Texas Uniform Grant Management Standards has more guidance on this topic.

1.5 Terms and conditions

The grantee will comply with the terms and conditions as set forth and required in the funding announcement under which the approved application was submitted, the application, and award in eGrants. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, the grantee remains responsible for complying with these terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with the grant agreement. The failure of OOG to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of OOG's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this grant agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this grant agreement.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

1.6 Special conditions

Special Conditions may be imposed by OOG, at its sole discretion and at any time, without amending this Grant Agreement. Failure by OOG to provide notice does not absolve grantee of compliance with any special conditions. OOG may place grantee on immediate financial hold, without further notice, until all Special Conditions, if any, are met.

1.7 Remedies for non-compliance

If OOG determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, OOG, in its sole discretion and consistent with any applicable OOG Administrative Rules, may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by OOG;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by OOG until repayment to OOG is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of OOG;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless OOG expressly authorizes them in the notice of suspension or termination or subsequently.

OOG, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.8 False statements by grantee

By signature of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then OOG may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to OOG under this grant agreement and applicable law. False statements or claims made in connection with OOG grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.9 Fraud, waste, and abuse

The grantee understands that OOG does not tolerate any type of fraud, waste, or misuse of funds received from OOG. OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from OOG that is made against the grantee, the grantee is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The grantee must also promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OOG in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG. If a federal or state court or administrative agency renders a judgement or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgement or order to OOG.

The grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

These provisions apply to all grantees and subgrantees or subcontractors.

1.10 Dispute resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

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Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OOG, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

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The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or

the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by OOG in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.11 Funds limited by agreement and subject to availability

The grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of OOG in excess of the funds delineated in this grant. The grantee agrees that funding for this grant is subject to the actual receipt by OOG of grant funds (state and/or federal) appropriated to OOG for the grant program. The grantee agrees that the grant funds, if any, received from OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of OOG for the purpose of this grant. The grantee agrees that notwithstanding any other provision of this grant, if OOG is not appropriated the funds or if OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, OOG is not liable to pay the grantee the maximum liability mount specified in the SOGA or any other remaining balance of unpaid funds. If OOG or the program fund becomes subject to legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render performance under this grant agreement impossible, this grant agreement may be immediately terminated without recourse, liability, or penalty against OOG upon written notice to grantee.

1.12 Termination of the agreement

OOG may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against OOG, upon thirty (30) calendar days' written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, OOG may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

OOG and grantee may mutually agree to terminate this Grant Agreement. OOG in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement. Following termination by OOG, grantee shall continue to be obligated to OOG for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, OOG's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by OOG in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.13 Communication with grantee

Notice may be given to the grantee via eGrants, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in eGrants.

1.14 Limitation of liability

The grantee agrees to indemnify and hold harmless OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands or suits whatsoever, including any litigation costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in grantee's performance under this grant agreement. The grantee shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by grantee with OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee further agrees to indemnify and hold harmless OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands, or suits, whatsoever, including any litigation costs, attorneys' fees, and expenses, that arise from any acts or omissions of grantee or any of its officers, employees, agents, contractors, and assignees, relating to this grant agreement regardless of whether the act or omission is related to this grant agreement. The defense shall be coordinated by grantee OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

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The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by OOG, its officers, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that OOG or the State of Texas may have by operation of law.

1.15 Liability for taxes

The grantee agrees and acknowledges that grantee shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. OOG and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of OOG.

1.16 Force majeure

Neither the grantee nor OOG shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof

of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.17 Debt to State

The grantee agrees, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.18 Grantee an independent contractor

The grantee expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of grantee be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. All persons furnished, used, retained, or hired by or on behalf of the grantee or any of the grantee's contractors shall be considered to be solely the employees or agents of the grantee or the grantee's contractors. The grantee or grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. The grantee agrees to take such steps as may be necessary to ensure that each contractor of the grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is responsible for all types of claims whatsoever due to actions or performance under this Grant Agreement, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

1.19 No assignment of rights or obligations

The grantee may not assign this Grant Agreement or any of its rights or obligations under this Grant Agreement to any third party or entity. Any attempted assignment without OOG's prior written consent is void and may result in the termination of this Grant Agreement.

1.20 Funds are for sole benefit of grantee

It is expressly agreed that any solicitation for or receipt of funds of any type by the grantee is for the sole benefit of the grantee and is not a solicitation for or receipt of funds on behalf of OOG or the Governor of the State of Texas.

1.21 Project period

The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. OOG will not be obligated to reimburse expenses incurred after the performance period.

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The grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

- **Commencement within 60 days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is

later, the grantee must report by letter to OOG the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

- **Commencement within 90 days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to OOG explaining the implementation delay. Upon receipt of the 90-day letter, OOG may cancel the project and redistribute the funds to other project areas. OOG may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

1.22 Close out

OOG will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with OOG.

The grantee must promptly refund any balances of unobligated cash that OOG paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

For all applicable CJD grantees

1.23 Federal program laws, rules, and guidelines

The grantee must comply with applicable provisions of federal and state law and regulations, terms and conditions applicable to the federal awards providing funding for the grant award, and any applicable program guidelines, which may include:

1. Office of Juvenile Justice and Delinquency Prevention (OJJDP) Formula Grants Program requirements as outlined in the Juvenile Justice and Delinquency Prevention Act of 2002, the applicable guidelines, the OJJDP Certified Assurances, and the most recent OJJDP Formula Grants Consolidated Regulation (28 CFR Part 31), to the extent that those regulations are not in conflict with the grant agreement;
2. The Omnibus Crime Control and Safe Streets Act of 1968 (as amended - 42 U.S.C 3711 et seq.);
3. Victims of Crime Act (VOCA) program guidelines, including VOCA Final Program Guidelines FY 1997 Victim Assistance Program or those finalized in 2015 and included in 28 CFR 94, depending on applicability and the federal award under which the grant was made;
4. Violence Against Women Act (VAWA) relevant statutory and regulatory requirements, including the Violence Against Women Act of 1994 (P.L., 103-322), the Violence Against Women Act of 2000 (P.L. 106-336), the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162), the Violence Against Women Reauthorization Act of 2013 (P.L. 113-4), the Office on Violence Against Women's (OVW) implementing regulations at 28 CFR Part 90, OVW's general terms and conditions available at http://www.justice.gov/ovw/grantees (these do not supersede any specific conditions in the grant agreement), and the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide;
5. The provisions of the current edition of the Department of Justice Grants Financial Guide; and
6. All other applicable Federal laws, orders, circulars, or regulations.

1.24 Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 CFR Part 2800 (the "Part 200 Uniform Requirements") apply to any grants funded through Department of Justice awards made after their adoption by DOJ on December 26, 2014. They supersede, among other things, the provisions of 28 CFR Parts 66 and 70, as well as those of 2 CFR Parts 215, 220, 225, and 230. If any grant is funded through an earlier Department of Justice award supplemented by an award made after December 26, 2014, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of the supplemental award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 CFR 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

For all applicable HSGD grantees

1.25 Allocation and use of funds

All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

1.26 Mutual aid agreement

During the performance period of this Grant the grantee must participate in a legally-adopted county and/or regional mutual aid agreement.

2. Organizational Eligibility

For all applicable OOG grantees

2.1 Good standing eligibility for grantees

1. The grantee is in good standing under the laws of the State in which it was formed or organized, and has provided OOG with any requested or required documentation to support this certification.
2. The grantee agrees to remain in good standing any state or federal governmental bodies related to the grantee's right to conduct its business in Texas, including but not limited to the Texas Secretary of State and the Texas Comptroller of Public Accounts, as applicable.
3. The grantee owes no delinquent taxes to any taxing unit of this State as of the effective date of this Grant Agreement.
4. The grantee is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

5. The grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform its obligations under this Grant Agreement, without costs to OOG.
6. The grantee is currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of grantee's business or operations.
7. The grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
8. The grantee shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Grant Agreement.
9. The grantee does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.
10. If the grantee is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

2.2 System for Award Management (SAM)-related requirements

1. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
2. Applicable to this Grant Agreement is the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), https://www.sam.gov, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
3. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
4. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

2.3 Deceptive Trade Practices violations

The grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the grantee has not been found to be liable for such practices in such proceedings. The grantee certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings. The grantee shall notify OOG in writing within five (5) calendar days if grantee or any of its officers are subject to allegations of Deceptive Trade Practices or are the subject of alleged violations of any unfair business practices in an administrative hearing or court suit, and that the grantee or officers have been found to be liable for such practices in such proceedings.

2.4 ACORN

The grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OOG.

2.5 Hurricane contract violations

Texas law prohibits OOG from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under section 2155.006 of the Texas Government Code, the grantee is not ineligible from entering into this Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2.6 Terminated contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

For all applicable CJD grantees

2.7 Special eligibility requirements for grantees of VOCA funds

For grantees receiving Victims of Crime Act (VOCA) funds: The grantee assures that it and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 USC 10603(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the recipient certifies:

1. That it is an eligible victim assistance organization, 42 USC 10603(a)(2); and
2. That funds under this award will not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 42 USC 10603(a)(2).

3. Audit and Records Requirements

For all applicable OOG grantees

3.1 Grantee subject to audits

The grantee understands and agrees that grantee is subject to relevant audit requirements present in state or federal law or regulation or by the terms of this award. For federally funded grants, audit requirements can be found in 2 CFR Part 200 or OMB Circular A-133. For state funded awards, audit requirements can be found in the Uniform Grant Management Standards.

3.2 Single Audit requirements

The grantees expending more than a certain level of federal funds in a fiscal year are subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. For grantees receiving a grant from a federal award whose effective date falls within a grantee's fiscal year that begins on or after December 26, 2014, that level is $750,000. For grantees receiving a grant from a federal award whose effective date falls within a grantee's fiscal year that begins before December 26, 2014, that level is $500,000.

The grantees expending more than $750,000 in state funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at http://comptroller.texas.gov/procurement/catrad/ugms.pdf.

The audit must be completed and the data collection and reporting package described in described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

The grantees who are not required to have an audit for the grantee's fiscal year in which the state or federal awards were made or expended, shall so certify in writing to OOG. The grantee's chief executive officer or chief financial officer shall make the certification within 60 days of the end of the grantee's fiscal year.

3.3 Cooperation with monitoring, audits, and records requirements

In addition to and without limitation on the other audit provisions of this Grant Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency, may conduct an audit or investigation of the grantee or any other entity or person receiving funds from the State directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement. The acceptance of funds by the grantee or any other entity or person directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. The grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the grantee and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the grantee related to this Grant Agreement. This Grant Agreement may be amended

unilaterally by OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.

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1. The grantee agrees to comply with the grant monitoring guidelines, protocols, and procedures established by OOG and any federal funding agency, and to cooperate with OOG and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or OOG and on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
2. The grantee shall maintain adequate records that enable OOG and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. The grantee shall maintain such records as are deemed necessary by OOG, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by OOG to ensure proper accounting for all costs and performances related to this Grant Agreement.
3. OOG may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.
4. The grantee authorizes OOG, the State Auditor's Office, the Comptroller General, and any relevant federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to the grant, the operation and management of the grantee, and compliance with this grant agreement and applicable state or federal laws and regulations; and will make them readily available upon request. The grantee will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.
5. If requested, the grantee shall submit to OOG a copy of its most recent independent financial audit. If requested, the grantee shall submit to OOG any audited financial statements, related management letters and management responses of grantee, and financial audit documents or portions thereof that are directly related to the grantee's performance of its obligations under this Grant Agreement.
6. OOG may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of OOG, provide the grantee with up to five (5) business days advance notice of any such examination or audit. Any audit of records shall be conducted at the grantee's principal place of business and/or the location(s) of the grantee's operations during the grantee's normal business hours. The grantee shall provide to OOG or its designees, on the grantee's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as OOG or its designees may reasonably require to perform the audits described in this Grant Agreement.
7. In addition to the information contained in the required reports, other information may be required as requested by OOG, including OOG asking for more information regarding project performance or funds expenditures. In the event OOG requires additional information regarding the information or

data submitted, the grantee will promptly provide the additional information. The grantee also agrees to assist OOG in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of OOG, the grantee must submit to OOG any additional documentation or explanation OOG may desire to support or document the requested payment or report submitted under this Grant Agreement.

8. If after a written request by OOG or a relevant federal agency, the grantee fails to provide required reports, information, documentation, or other information within reasonable deadlines set by OOG or the relevant federal agency, as required by this Grant Agreement, or fails to fulfil any requirement in this section, then OOG may consider this act a possible default under this Grant Agreement, and the grantee may be subject to sanctions including but not limited to, withholdings and/or other restrictions on the recipient's access to grant funds; referral to relevant agencies for audit review; designation of the recipient as a high-risk grantee; or termination of awards.
9. The grantee agrees to hold any subcontractors or subgrantees to the provisions of this section and to require and maintain the documentation necessary to complete monitoring tasks performed by any subcontractor or subgrantee. The grantee shall ensure that this section concerning the authority to audit funds received indirectly by subcontractors through grantee and the requirement to cooperate is included in any subcontract it awards related to this grant. The grantee will direct any other entity, person, or contractor receiving funds directly under this Grant Agreement or through a subcontract under this Grant Agreement to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor that pertain to this Grant Agreement.

3.4 Requirement to address audit findings

If any audit, financial or programmatic monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to OOG a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of OOG.

OOG, at its sole discretion, may impose remedies as part of a corrective action plan, including, but not limited to: increasing monitoring visits; requiring that additional or more detailed financial and/or programmatic reports be submitted; requiring prior approval for expenditures; requiring additional technical or management assistance and/or making modifications in business practices; reducing the grant award amount; and/or terminating this Grant Agreement. The foregoing are not exclusive remedies, and OOG may impose other requirements that OOG determines will be in the best interest of the State.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by OOG (and/or, in the case of federally funded grant, a relevant federal agency) through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by OOG within the time period specified by OOG and to the satisfaction of OOG, at the sole cost of the grantee. The grantee shall provide to OOG periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.5 Records retention

The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from OOG under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement. The grantee's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify performance and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of payment information.

The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333, UGMS, and state law.

1. The grantee must retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
2. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.
3. For all training and exercises paid for by this Grant, grantee must complete, deliver to the appropriate source, and then retain copies of all after-action reports and certificates of training completion for the time period specified in this Section.
4. OOG or Federal Funding Agency may direct a grantee to retain documents for longer periods of time or to transfer certain records OOG or federal custody when OOG or Federal Funding Agency determines that the records possess long term retention value.
5. The grantee must give the Federal Funding Agency, the Comptroller General of the United States, the Texas State Auditor's Office, OOG, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by grantee pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.
6. The grantee must include the substance of this Section in all subcontracts.

4. Civil Rights

For all applicable OOG grantees

4.1 Compliance with Civil Rights requirements

A. The grantee will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

B. The grantee will comply, and all its contractors and subgrantees will comply, with all federal statutes and rules relating to nondiscrimination. These include but are not limited to:

    1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
    2. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
    3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990 (42 USC § 12131-34);

4. The Age Discrimination Act of 1974, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age;
5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
7. Sections §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
8. Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
9. For grantees receiving Department of Homeland Security (DHS) funds, Titles I, II and III of the Americans with Disabilities Act;
10. 128 CFR 38 (Equal Treatment for Faith-Based Organizations) relating to the nondiscrimination of provision of services on the basis of religion - see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations);
11. Any other nondiscrimination provisions in the specific statute(s) or the state or federal solicitation or funding announcement under which application for grant funds is being made; and
12. The requirements of any other nondiscrimination statute(s) which may apply to the application.

C. **Depending on the funding source,** a recipient must also comply with the nondiscrimination provisions within the applicable program statutes, which may include but is not limited to the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)), the Victims of Crime Act (42 USC § 10604(e)), or the Juvenile Justice and Delinquency Prevention Act (42 USC § 5672(b)).

D. **For grantees receiving funds originating with the Department of Justice,** for technical assistance on complying with the civil rights laws linked to the receipt of federal financial assistance from OJP, please contact the Office of Justice Programs Office for Civil Rights 810 7th Street NW Washington, DC 20531 202-307-0690 Fax: 202-616-9865 TTY: 202-307-2027.

E. Collectively, these federal laws prohibit a grantee from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed below; see “Explanatory note on the treatment of Faith-Based Organizations for CJD grantees of federal funds”) or in the delivery of services or benefits on the basis of race, color, national origin, sex, religion, or disability.

F. In the event any federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), sex, age, disability, or familial status against the grantee, or the grantee settles a case or matter alleging such discrimination, the grantee must forward a copy of the complaint and findings to OOG and, as applicable, the Office of Justice Programs Office for Civil Rights (OCR), or the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

4.2 Limited English Proficiency

The grantee will comply with Title IV of the Civil Rights Act of 1964, which prohibits grantees from discriminating on the basis of national origin in the delivery of services or benefits, entails taking

reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In order to facilitate compliance with Title VI, grantees are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets.

The grantees of DOJ funds (via CJD grants) should be aware that similar requirements are found in the Omnibus Crime Control and Safe Streets Act of 1968 and may apply to them. More information can be found in the DOJ guidance document available on http:///www.LEP.gov.

The grantees of DHS funds (via HSGD grants) should see the April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a grantee can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

For all applicable CJD grantees

4.3 Explanatory note on the treatment of Faith-Based Organizations for CJD grantees of federal funds:

In 2002, President George W. Bush issued Executive Order 13279 and in 2004, DOJ issued the regulation, Equal Treatment for Faith-Based Organizations, 28 CFR Part 38. In general, the Executive Order and regulation require funding organizations to treat faith-based organizations (FBOs) the same as any other applicant or recipient of DOJ funding, neither favoring nor discriminating against FBOs in making and administering grant awards, and require that FBOs be allowed to retain their independence, autonomy, expression, and religious character when competing for DOJ financial assistance used to support social service programs and participating in the social service programs supported with DOJ financial assistance.

The Executive Order and regulation also prohibit recipient FBOs from using Justice Department funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Funded FBOs may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, funded FBOs must not compel program beneficiaries to participate in inherently religious activities. Funded faith-based organizations must also not discriminate on the basis of religion in the delivery of services or benefits.

Some program statutes, including the Omnibus Crime Control and Safe Streets Act of 1968, the Victims of Crime Act, and the Juvenile Justice and Delinquency Prevention Act, contain express nondiscrimination provisions that prohibit all recipients of funding under these statutes from discriminating on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit FBOs applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

If the statute that authorizes a DOJ funding program generally forbids consideration of religion in employment decisions by grantees, an FBO may receive DOJ funds and continue to consider religion when hiring staff if it meets the following criteria:

1. The FBO demonstrates that its program for which it seeks federal funding is an exercise of religion;
2. The FBO demonstrates that requiring it to either forgo its religious preference in hiring or forgo the federal funding would substantially burden its exercise of religion; and
3. The funding entity is unable to demonstrate that applying the nondiscrimination provision to this FBO would both further a compelling government interest and be the least restrictive means of furthering this interest.

The OJP and state administering agencies will grant exemptions to the prohibition against hiring discrimination on the basis of religion in the program statutes on a case-by-case basis to FBOs that certify to the following, unless there is good reason to question its truthfulness:

1. The FBO will offer all federally-funded services to all qualified beneficiaries without regard for the religious or non-religious beliefs of those individuals; and
2. Any activities of the FBO that contain inherently religious content will be kept separate in time or location from any services supported by direct federal funding, and if provided under such conditions, will be offered only on a voluntary basis; and
3. The FBO is a religious organization that sincerely believes that providing the services in question is an expression of its religious beliefs; that employing individuals of particular religious belief is important to its religious exercise; and that having to abandon its religious hiring practice to receive federal funding would substantially burden its religious exercise.

FBOs that are seeking federal financial assistance under the Safe Streets Act, VOCA, and Juvenile Justice and Delinquency Prevention Act as well as an exemption to their prohibition against religious discrimination in hiring, must complete and retain an original, signed document for their records (see Certificate of Exemption for Hiring Practices on the Basis of Religion), certifying to the three provisions set forth above, and then, must submit a copy of the signed Certificate of Exemption to the DOJ through the Grants Management System, after receipt of an award. For more information, please consult the Office for Civil Rights.

4.4 Special Civil Rights provision for all CJD grantees of federal funds

OJP recipients may not discriminate on the basis of age in the delivery of services or benefits; award funds may also not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

4.5 Special Civil Rights provisions for grantees of VAWA and SASP funds

For grantees of funds from the federal Office on Violence Against Women (grant programs include: Sexual Assault Service Program - SASP and Violence Against Women Act - VAWA):

The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identify, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The grantee acknowledges that it will comply with this provision.

4.6 Equal Employment Opportunity Plan

All recipients of Department of Justice grants must either 1) develop and file an Equal Employment Opportunity Plan (EEOP) with the Department of Justice; OR 2) file a certification of exemption from EEOP requirements, if eligible. The Department of Justice released a new EEOP Certification Form in late 2015. Every recipient of a federal grant must now complete an EEOP Certification Form, even those that are exempt from filing an EEOP.

If a grantee is required to submit an EEOP, that grantee must also file a Certification Form declaring that submission. The grantee must keep a copy of both the EEOP and the Certification Form on-file and available at any time upon request from CJD. If a grantee is claiming an exemption from filing an EEOP, that grantee must complete the federal Certification Form for that exemption in order to be eligible for federal funds. Grantees must keep a copy of the Certification Form on-file and available at any time upon request from CJD.

EEOP guidance and the Certification Form for both filers and those claiming an exemption is available at: http://ojp.gov/about/ocr/eeop.htm.

The grantee acknowledges that failure to submit an acceptable EEOP (if recipient is required to submit one), that is approved by the Office for Civil Rights, is a violation of the Grant Agreement and may result in suspension or termination of funding, until such time as the recipient is in compliance.

For all applicable HSGD grantees

4.7 Reporting accusations of discrimination

If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

4.8 Equal Opportunity Clause

The grantee will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Personnel

For all applicable OOG grantees

5.1 Overtime

Overtime is allowable to the extent that it is included in OOG-approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-funded and non-grant funded personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a

single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

5.2 Notification of grant-contingent employees

Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by OOG.

5.3 Minimum wage and maximum hours

The grantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

For all applicable CJD grantees

5.4 Compensation maximums – recipients of federal funds

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of CJD and its federal funding agency.

For all applicable HSGD grantees

5.5 Personnel cost limits

Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Subrecipients may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official grantee letterhead and be signed by the grantee's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

6. Confidentiality, Privacy, Public Information, and Records

For all applicable OOG grantees

6.1 Non-disclosure agreements

Restrictions and certifications regarding non-disclosure agreements and related matters - No grantee or subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates 10 classified information), Form 4414 (which relates to sensitive compartmented information), or

any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient:
    a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized to make subawards or contracts under this award:
    a. It represents that:
        i. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
        ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
    b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OOG.

6.2 Personally identifiable information

If the grantee collects personally identifiable information, it will have a publically-available privacy policy that describes what information it collects, how it uses the information, whether it shares the information with third parties, and how individuals may have their information corrected where appropriate. The grantee shall establish a method to secure the confidentiality of any records related to the grant program that are required to be kept confidential by applicable federal or state law or rules. This provision shall not be construed as limiting OOG's access to such records and other information under any provision of this Grant Agreement.

6.3 Public Information

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, OOG, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OOG, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or State of Texas. The grantee will cooperate with OOG in the production of documents or information responsive to a request for information. The grantee must ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.

Information provided by or on behalf of the grantee under, pursuant to, or in connection with this Grant Agreement that the grantee considers proprietary, financial, trade secret, or otherwise confidential information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State of Texas or any other entity in accordance with this Grant Agreement. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information may not render the whole of the information confidential. Any information which is not clearly identified as proprietary or confidential is subject to release in accordance with the Act. OOG agrees to notify the grantee in writing within a reasonable time from receipt of a request for information covering the grantee's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

The grantee agrees to maintain the confidentiality of information received from OOG or State of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

The grantee must immediately notify and provide a copy to OOG of any Public Information Request or other third-party request for the disclosure of information it receives related to this Grant award.

For all applicable CJD grantees

6.4 Special confidentiality and privacy requirements for grantees of federal funds

DOJ regulations (28 CFR Part 22) require recipients of OJP funding to submit a Privacy Certificate as a condition of approval of any grant application or contract proposal that contains a research or statistical component under which "information identifiable to a private person" will be collected, analyzed, used, or disclosed. The funding recipient's Privacy Certificate includes a description of its policies and procedures to be followed to protect the confidentiality of identifiable data. (28 CFR Section 22.23)

DOJ's regulations provide, among other matters, that: "Research or statistical information identifiable to a private person may be used only for research or statistical purposes." (28 CFR Section 22.21) Moreover, any private person from whom information identifiable to a private person is collected or obtained (either orally or by means of written questionnaire or other document) must be advised that the information will only be used or disclosed for research or statistical purposes and that compliance with the request for information is voluntary and may be terminated at any time. (28 CFR Section 22.27)

For more information and to submit any Privacy Certificates, contact your CJD grant manager.

6.5 Special confidentiality and privacy requirements for grantees of SASP or VAWA funds

The grantee agrees to comply with the provisions of 42 USC 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as

policies and procedures for release of victim information. The grantee also agrees to ensure that any subgrantees meet these requirements.

7. Conflicts of Interest

For all applicable OOG grantees

7.1 Conflict of interest safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

The grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under this Grant Agreement.

The grantee is and shall remain in compliance during the term of this Grant Agreement with Texas Government Code, Section 669.003, Contracting with Executive Head of State Agency; and Section 572, Employment of Former State Officer or Employee of State Agency. The grantee certifies that it is not ineligible to receive this Grant Agreement under Texas Government Code, section 2155.004, regarding the financial participation by a person who received compensation from OOG or another state agency to participate in preparing the specifications or request for proposals on which the bid or contract is based, and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

The grantee has not given or offered to give, nor does the grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of OOG, at any time during the award of this grant or in connection with this Grant Agreement, except as allowed under relevant state or federal law. The grantee nor its personnel or entities employed in rendering services under this grant agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of the grantee's obligations under this grant agreement.

7.2 Conflicts of interest with relatives

The grantee will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body, or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

8. Contracts and Procurement

For all applicable OOG grantees

8.1 Procurement practices and policies

The grantee must follow applicable Federal and State law, Federal procurement standards specified in regulations governing Federal awards to non-Federal entities, their established policy, and best practices

for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

1. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition.
2. When any contractual or equipment procurement is anticipated to be in excess of $150,000, grantees must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to OOG for approval prior to procurement. Grantees must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
3. When contractual or equipment procurement is anticipated to be in excess of $10,000, grantees must address termination for cause and for convenience by the grantee including the manner by which it will be affected and the basis for settlement.
4. **The grantees awarded federal funds administered by CJD** may find other applicable rules governing procurements in the current edition of the OJP Financial Guide.

8.2 Subcontracting

The grantee may not subcontract any of its rights or duties under this Grant Agreement without the prior written approval of OOG. It is within OOG's sole discretion to approve any subcontracting. In the event OOG approves subcontracting by the grantee, the grantee will ensure that its contracts with others shall require compliance with the provisions of this Grant Agreement to the extent compliance is needed to support the grantee's compliance with this Grant Agreement. The grantee, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Agreement and that OOG shall not be liable in any manner to any grantee subcontractor.

8.3 Buy Texas

If applicable with respect to any services purchased pursuant to this Grant Agreement, the grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

8.4 Procurement of recovered materials

The grantee will comply with section 6002 of the Solid Waste Disposal Acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8.5 Compensation

Where applicable, the grantee will comply with the Davis-Bacon Act, as amended (40 USC §§ 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by grantees must include a provision for compliance with the Davis-Bacon Act (40 USC §§ 3141-3144, and §§ 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The grantee must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

The grantee must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subgrantee must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

8.6 Labor week and safety

Where applicable, it will comply with the requirement that all contracts awarded by the grantee in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

For all applicable CJD grantees

8.7 Consultant pay rates

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day or $81.25 per hour. A detailed justification must be submitted to and approved by CJD prior to obligation or expenditures of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.

9. Legal Compliance

For all applicable OOG grantees

9.1 Criminal history reporting

Counties or other governmental entities required to maintain and report criminal history records the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute in order to obtain or maintain eligibility for OOG grant funds.

9.2 Immigration-related requirements

Compliance with 8 USC §§ 1373 & 1644 – In order to foster state and local cooperation in the enforcement of our nation's immigration laws, federal law provides that a government entity or official may NOT prohibit or otherwise restrict any government entity or official from exchanging information with federal immigration authorities about the immigration or citizenship status of any individual.

Furthermore, no individual or entity may prohibit or otherwise restrict a government entity from: (1) sending or receiving citizenship or immigration related information to and from federal immigration authorities; (2) maintaining the information; or (3) exchanging the information with any other federal, state, or local government entity. Any grant applicant or recipient that has policies or practices (written or unwritten) that contravene the restrictions outlined above is not eligible for a grant that is awarded by or through the Office of the Governor. Additional guidance can be found at: https://www.bja.gov/funding/8uscsection1373.pdf

9.3 National Environmental Policy Act

The grantee will assist OOG in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424) and other related federal laws and environmental impact analyses requirements.

The grantee agrees to first determine if any of the following activities will be funded by the grant, either directly by the grantee or by a subgrantee or subcontractor, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact OOG. The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The grantee will assist by:

1. Identifying if any of the following activities will be related to the use of grant funds:
    a. New construction;
    b. Minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain;
    c. A renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and
    d. Implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and
2. By complying with the following conditions relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories:
    a. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
    b. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
    c. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
    d. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;

e. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;

f. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;

g. Monitor the transport, disposal, and recycling components of subsections (f) and (g), immediately above, in order to ensure proper compliance;

h. Have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

9.4 E-Verify

The grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 ("IRCA") regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

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The grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's E-Verify system as required by Chapter 673 of the Texas Government Code, and to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Grant; and
2. All persons employed or assigned by the grantee to perform work pursuant to the Grant Agreement, within the United States of America; and
3. If this certification is falsely made, the Grant Agreement may be terminated.

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If applicable, grantee will comply with Executive Order RP-8 regarding the U.S. Department of Homeland Security's E-Verify system.

9.5 Drug-Free Workplace

The grantee represents and warrants that is shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 USC §§ 8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget (2 CFR Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the grantee shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

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The grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establish a drug-free awareness program to inform employees about:
    a. The dangers of drug abuse in the workplace;
    b. The applicant's policy of maintaining a drug-free workplace;
    c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    d. The penalties that may be imposed upon employees for drug abuse violations.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
    a. Abide by the terms of the statement, and
    b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
5. Notifying the agency within ten days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions with respect to any employee who is so convicted:
    a. Taking appropriate personnel action against such an employee, up to and including termination; or
    b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (1), (2), (3), (4), (5), and (6).

9.6 Special requirements for units of local government

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code, Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and grantee may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires grantee to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code § 2102.0091, which requires that this Grant may only be expended if grantee timely completes and files its reports.

9.7 Laboratory practices

The grantee shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

The grantee shall ensure that requirements associated with 42 USC section 3797k(4) (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that will receive a portion of the grant amount.

Additional related requirements may apply.

9.8 Miscellaneous legal requirements

1. The grantees will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 USC 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
2. The grantee will ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
3. The grantee is not ineligible to receive any grant, loan, or payment under this Grant Agreement pursuant to Section 231.006 of the Texas Family Code, which prohibits payments to a person who is in arrears on child support payments, and acknowledges that this Grant Agreement may be terminated and payment may be withheld if this certification is inaccurate.
4. If grantee receives a grant award in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Any subgrants or contracts made by the grantee in excess of $150,000 must contain this provision.
5. The grantee will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
6. The grantee will comply with the Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
7. The grantees will assist OOG in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the

Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

8. The grantee will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. The grantee will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
10. The grantee will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of grantees to ensure compliance with the E.O. and laws.
11. The grantee will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
12. The grantee will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
13. The grantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 USC § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
14. The grantee will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

15. The grantee will adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
16. The grantees will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
17. The grantee will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the grantee from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
18. The grantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
19. The grantee will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
20. The grantee will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
21. The grantee will comply with the requirements of the government-wide award term which implements Section 106 (g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
22. Local units of governments receiving funds from OOG must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.
23. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC § 2225a, grantee will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 USC § 2225.
24. The grantee will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
25. The grantee will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC § 2409, 41 USC § 4712, 10 USC § 2324, and 41 USC §§ 4304 and 4310.

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

For all applicable CJD grantees

9.9 Compliance with the Code of Federal Regulations

The grantee will comply with the provisions of 2 CFR 200 and 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/ Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

9.10 Special National Environmental Policy Act requirements for grantees of federal funds

All OJP awards are subject to the National Environmental Policy Act (NEPA) and other related Federal laws, if applicable. DOJ has established procedures to implement NEPA. (See 28 CFR Part 61.) The regulations state that "all federal agencies are required to give appropriate consideration to the environmental effects of their proposed actions in their decision-making and to prepare detailed environmental statements on... major federal actions significantly affecting the quality of the human environment." (28 CFR section 61.2.) Under the regulations, DOJ, among other things, is required to "[c]onsider from the earliest possible point in the process all relevant environmental documents in evaluating proposals for Department action[.]" (28 CFR Section 61.6.) OJP has responsibility to ensure compliance with NEPA and 28 CFR Part 61, including Appendix D. For many projects that are funded by OJP, NEPA may have no applicability. However, if OJP funds will be used, for example, to pay for renovation projects or new construction, programs involving the use of chemicals, or any other activity, including research and technology development, that may have an effect on the environment, at a minimum, the funding recipient must provide a full description of proposed project activities to OOG, and an Environmental Assessment must be prepared. Prior to allowing a recipient to spend OJP funds for such a project, OOG must make a finding that the project does not significantly affect the human environment and that further environmental assessment is not necessary.

For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from OOG, agrees to cooperate with OOG in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed Environmental Assessment, it will inform OOG of: (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until OOG, with the assistance of the recipient, has determined whether the proposed change or activity (or changed

circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an OOG-conducted environmental impact review process.

9.11 Special requirements for grantees of VAWA funds

With respect to the VAWA requirement concerning judicial notification, a state or territory must certify: that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of Title 18 of the United States Code, and any applicable related federal, state, or local laws.

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The grantee understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on recipient's funds for noncompliance with any of the requirements of 42 USC 379699-4 (regarding rape exam payments), 42 USC 3796e5-4(e) (regarding judicial notification), 42 U.S.C, 379699-5 (regarding certain fees and costs), and 42 USC 379699-8 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

9.12 Special information for grantees of federal funds

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice encourages grantees and subgrantees or contractors to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

For all applicable HSGD grantees

9.13 Environmental and historic preservation review

The grantee must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Grantees must include sufficient review time to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and HSGD will not authorize or release grant funds for non-compliant projects.

As soon as possible upon receiving this Grant, the grantee must provide information to HSGD to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to HSGD for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Grantees must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.

The grantee shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These

include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Grantees must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the grantee must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

9.14 National Incident Management System (NIMS)

During the performance period of this Grant, the grantee must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

10. Eligible, Prohibited, and Regulated Activities

For all applicable OOG grantees

10.1 Inherently religious activities

A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

10.2 Political activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

1. Unless specifically authorized to do so by federal law, grant recipients or their subgrantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

4. Grant funds will not be used, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OOG and applicable federal funding agencies. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify OOG to obtain the appropriate disclosure form.
5. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
6. State and local government employees of grantees whose principal employment activities are funded in whole or in part with Federal funds must comply with the federal Hatch Act (5 USC §§ 1501- 1508) which restricts the political activity of employees who work in connection with federally funded programs. Covered employees may not: 1) use their official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office; or 2) directly or indirectly coerce, attempt to coerce, command, or advise a State or local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes. State and local government employees of grantees whose salaries are funded completely, directly or indirectly, by federal funds may not be candidates for public office in a partisan election.
7. Grant funds – whether expended by the grantee or by any subgrantee or subcontractor – will not be used for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
8. As applicable, the grantee will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
9. Grant funds will not be used for any lobbying costs prohibited by 2 CFR 200.450.

The grantee will include the language of this section in the award documents for all subawards at all tiers and will require all sub-recipients to certify accordingly.

For all applicable CJD grantees

10.3 Protection of human subjects

If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice Programs (OJP) policies and requirements adopted by CJD related to human subjects found in 28 CFR Part 46. OJP has developed a decision tree to assist applicants in determining whether an activity they plan to undertake with grant funds constitutes research involving human subjects. DOJ and CJD regulations protect the human subjects of grant-funded research. In brief, 28 CFR Part 46 requires that most research involving human subjects that is conducted or supported by a Federal department or agency - and CJD by adoption – be reviewed and approved by an Institutional Review Board (IRB), in accordance with the regulations, before funds are expended for that research. As a rule, persons who participate in grant-funded research must provide

their "informed consent" and must be permitted to terminate their participation at any time. Funding recipients, before they will be allowed to spend OJP or CJD funds on any research activity involving human subjects, must submit appropriate documentation to CJD showing compliance with 28 CFR Part 46 requirements. General Information regarding data confidentiality and Protection of Human Research Subjects (and Model Privacy Certificate and other forms) can be found at: http://ojp.gov/funding/forms.htm.

10.4 Training and training materials

Grantees developing or delivering any trainings or training materials with funding provided under this grant may be subject to related rules. For grantees receiving funds under programs administered by the Office on Violence Against Women, see the OVW Training Guiding Principles for Grantees and Subgrantees, available at http://www.ovw.usdoj.gov/grantees.html. For grantees receiving funds under programs administered by other Department of Justice Offices, including the Office of Justice Programs, see the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

10.5 Special victim safety requirements for grantees of VAWA and SASP funds

The grantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion program snot approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

10.6 Special victim's assistance guidelines for grantees of VOCA funds

The grantee will adhere to VOCA Victim's Assistance Grant Program guidelines, which require that VOCA funds are used to serve the (specific) qualifying population, which is defined as victims of an offense that violates a federal or state criminal statute or regulation or the victims of crimes that occur in a geographic area which is under federal legal jurisdiction.

10.7 Special legal services requirements for grantees of VOCA funds

Victims of an offense that violates a federal or state criminal statute may be eligible for grant funded legal services. All legal assistance will work specifically in the interest of assisting the victim with issues arising from the (original or specific) offense that created the victim status.

10.8 Special legal assistance requirements for grantees of VAWA funds

Legal assistance eligibility – the grantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are:

1. Any person providing legal assistance through a program funded under this Grant Program
    a. Has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population, or
    b. Is both

i. Partnered with an entity or person that has demonstrated expertise and described in subparagraph (a); and

ii. Has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

2. Any training program conducted in satisfaction of the requirement of paragraph (1) and has been or will be developed with input from and in collaboration with a State, Local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials;
3. Any person or organization providing legal assistance through this program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and
4. The grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.

For all applicable HSGD grantees

10.9 Protection of human subjects

The grantee will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that grantees comply with applicable provisions/law for the protection of human subjects for purposes of research. The grantee will comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

10.10 Special requirements for Operation Stonegarden grantees

Grantees receiving Operation Stonegarden (OPSG) funds are prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

1. The grantees shall develop and submit required operational documents through the border area's Integrated Planning Team.

2. The grantee shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout the grant performance period.
3. Any grantee intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
4. The grantee shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. The grantee shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

11. Eligible, Prohibited, and Regulated Expenses

For all applicable OOG grantees

11.1 Alcoholic beverages

Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. Additionally, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

11.2 Generally prohibited expenditures

The following items and activities are specifically prohibited from being funded under this Grant Agreement:

1. Costs of advertising and public relations designed solely to promote the governmental unit;
2. Costs of international travel;
3. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);
4. Fundraising;
5. Lobbying;
6. Alcoholic beverages;
7. Costs to support any activity that has as its objective funding of sectarian worship, instruction, or proselytization; and
8. Promotional items and memorabilia, including models, gifts, and souvenirs.

11.3 Prohibited and Controlled expenditures

The grantee may not expend any federal grant funds on prohibited items on the Prohibited and Controlled Expenditure list, developed in response to Executive Order 13688 on Federal Support for Local Law Enforcement Equipment Acquisition. Grantees must obtain prior and express approval from OOG before expending funds on controlled items on the list. **CJD grantees** receiving federal funds may view more information and the list (which may be amended), here: https://www.bja.gov/funding/JAGControlledPurchaselist.pdf. **HSGD grantees** receiving federal funds may view more information and the list, which may be amended, here: https://www.fema.gov/media-library/assets/documents/114557.

11.4 Travel expenditures

The grantee must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

For all applicable CJD grantees

11.5 Food, beverage, and conference expenses

CJD does not generally allow grant funds to be used on non-emergency food, meals, beverages or other refreshments, such as those that might be provided at conferences. If the grantee uses grant funds for other expenses related to conferences (e.g. planners and audio/visual expenses), the grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including the costs of attendance at such events. More detailed policies and guidance can be found in the DOJ Office of Justice Programs 2015 Financial Guide, available at http://ojp.gov/financialguide/DOJ/. Note that CJD policies are more restrictive that federal guidance, and apply to all grant funds administered by CJD.

11.6 Special controlled expenditure requirements for grantees of JAG funds

The grantee understands and agrees that, notwithstanding 2 CFR S 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

1. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from the Bureau of Justice Assistance (BJA). As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
2. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
3. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify OOG prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

11.7 Special law enforcement item expenditure requirements for grantees of VAWA funds

Restricted uses of grant funds - the grantee agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not integral part of a court-mandated batterer intervention program.

12. Equipment Requirements

For all applicable OOG grantees

12.1 Property management and inventory

The grantee must ensure equipment purchased with grant funds must be used for the purpose of the Grant and as approved by OOG. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to OOG upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or OOG, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

The grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of $5,000 or greater, any firearms, any items on the Prohibited or Controlled Expenditures list, and the following equipment with costs between $500 and $4,999: sound systems and other audio equipment, still and video cameras, TVs, video players/recorders, desktop computers, laptop computers, data projectors, smartphones, tablets, other hand held devices, and mobile/portable radios. (See Texas Government Code, Sec. 403.271(b) for further information. Users of these standards should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting User Manual, available on the internet, for the most current listing.) The equipment and inventory procedures include:

1. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to OOG at all times upon request.
2. At least every two (2) years, grantee must take a physical inventory and reconcile the results with property records.
3. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
4. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment.

Upon termination of this Grant Agreement, title, use, and disposal of equipment by the grantee shall be in conformity with the UGMS; however, as between OOG and the grantee title for equipment will remain with the grantee, unless UGMS requires otherwise.

12.2 Maintenance and repair

The grantee will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Agreement, The grantee shall use the proceeds to repair or replace said equipment.

12.3 Automated License Plate Readers

The grantees requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Grantees must provide OOG with a copy of the certification received from DPS Crime Records Division.

For all applicable CJD grantees

12.4 Special body armor requirements for grantees of JAG funds

Acceptable models of body armor: If a grantee uses JAG funds to purchase ballistic-resistant or stab-resistant body armor, the body armor may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice (NIJ) Ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). Additionally, ballistic-resistant and stab-resistant body armor purchased must be American made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.html.

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Mandatory wear policy: If a grantee uses JAG grant funds to purchase ballistic-resistant or stab-resistant body armor, the grantee must have a written "mandatory wear" policy in effect and submit a signed certification to that effect to CJD. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

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Matching fund restrictions: If a grantee uses JAG funds to purchase ballistic-resistant or stab-resistant body armor, the grantee may not use those funds as part of the 50% match requirement for purposes of the Bulletproof Vest Partnership (BVP) program.

For all applicable HSGD grantees

12.5 Emergency communications equipment

If emergency communications equipment is provided under the grant, the grantee will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

13. Information Technology

For all applicable OOG grantees

13.1 Accessibility requirements

If applicable, the grantee will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Title 1, Chapter 213 of the Texas Administrative Code when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the grantee shall provide the Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

13.2 Criminal Intelligence System Operating Procedures

Any information technology system funded or supported by these funds must comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies. Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 CFR Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

13.3 Blocking of pornographic material

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

13.4 Compliance with TCOLE standards and rules

If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

For all applicable CJD grantees

13.5 Information technology interoperability standards

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, all equipment and software developed under awards that result from this solicitation must, as appropriate, be compliant with DOJ Information Technology Interface Standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan. The grantee must, as applicable, also comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations. The grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. The grantee shall document planned approaches to information sharing and describe compliance to the GSP and

appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended. A list of additional standards can be found at the OJP Standards Clearinghouse.

13.6 Information sharing

Law enforcement information-sharing system projects: employing existing networks – If a grantee uses JAG funds for law enforcement information-sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of CJD and its federal funding agency that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system. The purpose of this requirement is to avoid duplicating similar, exiting networks or IT systems in other initiatives funded by federal grants.

13.7 Special information technology requirements for grantees of JAG funds

State Information Technology Point of Contact: If a grantee uses JAG funds on a technology project, the grantee must notify the State Information Technology Point of Contact of any information technology projects funded by this grant. This notification is to facilitate communication among local and state governmental entities regarding information technology projects being conducted with these grant funds. To reach the Texas Point of Contact at the Department of Public Safety, call 512-424-2524.

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Online training required for task force members: If a grantee uses JAG funds to fund any member of a law enforcement task force, the grantee agrees that within 120 days of award acceptance, each current member of the task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (http://www.ctfli.org). This training addresses task force effectiveness as well as other key force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's website and the Center for Task Force Integrity and Leadership.

For all applicable HSGD grantees

13.8 National Information Exchange Model

The grantees must use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

14. Measurement and Monitoring

For all applicable OOG grantees

14.1 Measuring, reporting, and evaluating performance and progress data

Grantees should regularly collect and maintain data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes specified in the program solicitation, or as otherwise specified by OOG. Grantees should use this data to regularly evaluate the

effectiveness of their projects. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective.

The grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by OOG or its designee. If requested by OOG, the grantee shall report on the progress towards completion of the grant project and other relevant information as determined by OOG. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance against approved goals, and that their activities and services effectively address and achieve the project's stated purpose.

For all applicable CJD grantees

14.2 Special evidence and data requirements for CJD grantees of federal funds

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

1. Improving the quantity and quality of evidence OJP generates;
2. Integrating evidence into program, practice, and policy decisions within OJP and the field; and
3. Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by casual evidence, generally obtaining through one or more outcome evaluations. Causal intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. OJP's http://www.CrimeSolutions.gov website is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

15. Financial Requirements

For all applicable OOG grantees

15.1 Financial Status Reports

Financial Status Reports must be submitted to OOG via eGrants. Unless otherwise specified by OOG, Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

1. April 22 (January-March quarter)
2. July 22 (April-June quarter)
3. October 22 (July-September quarter)
4. January 22 (October-December quarter)

A grant liquidation date will be established in eGrants. The final Financial Status Report must be submitted to CJD on or before the liquidation date or the grant funds may lapse and OOG will provide them as grants to others who need the funding. Payments will be generated based on expenditures reported in the reports. Upon OOG approval of the report, OOG will issue a payment through direct deposit or electronic transfer.

15.2 Approval of Financial Status Report

Grant payments will be generated based on expenditures as reported in the Financial Status Reports in eGrants or, if authorized by OOG, through Advance Payment Requests. Upon OOG approval of a Financial Status Report or Advance Payment Request, a payment will issue through direct deposit or electronic transfer, though additional documentation may be required and this statement does not override other rules, laws or, requirements. It is the policy of OOG to make prompt payment on the approval of a properly prepared and submitted Financial Status Report and any other required documentation.

15.3 Reimbursements

OOG will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in the Grant Budget. The Grant Budget is established as provided in eGrants and is the approved budget for the planned expenditure of awarded grant funds, with expenditures identified by approved cost category. OOG is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

By submission of a Financial Status Report, the grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Grant Agreement; (3) that the amount of each new Financial Status Report added together with all previous Financial Status Reports do not exceed the Maximum Liability of OOG; and (5) the charges and expenses shown on the Request for Reimbursement are reasonable and necessary.

15.4 Generally Accepted Accounting Principles

The grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the grantee. The grantee shall follow OOG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Agreement.

15.5 Program income

"Program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the grantee to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. Program income shall be used to offset the grant award. The grantee shall identify and report this income in accordance with OOG's reporting instructions. The grantee shall expend program income during the term of this Grant Agreement; program income not expended during the term of this Grant Agreement shall be refunded to OOG.

15.6 Refunds and deductions

If OOG determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to OOG the amount identified by OOG as an overpayment. The grantee shall refund any overpayment to OOG within thirty (30) calendar days of the

receipt of the notice of the overpayment from OOG unless an alternate payment plan is specified by OOG.

15.7 Indirect costs

If indirect costs are allowable under an award, the Indirect Cost Budget Category will be available on the Budget tab. With the exception of grantees of federal awards who have never received a negotiated indirect cost rate as described in 2 CFR § 200.414(f), grantees choosing to apply indirect costs to the award must have an approved indirect cost rate agreement with their cognizant agency. A copy of the approval letter from the cognizant agency must be uploaded to the grant application for the grantee to be eligible for the indirect cost rate for the associated award.

In accordance with 2 CFR § 200.414(f), grantees of federal funds that have never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. A grantee that is eligible to use the de minimis indirect cost rate, and that elects to use the de minimis indirect cost rate, must advise OOG in writing, in the grant application, before any such funds are obligated of both its eligibility and its election, and must comply with all associated requirements in 2 CFR § 200.414(f).

Indirect cost rates are not generally allowed for state-funded grants, but may be approved by OOG at its sole discretion.

The indirect cost rate cited in the budget denotes the approved indirect rate at the time the grant was awarded. It is the grantee's responsibility to ensure the appropriate indirect rate is charged throughout the term of the grant award even if the approved indirect rate expires or changes during the grant period. Indirect costs are subject to monitoring and the grantee must be able to produce evidence of an approved indirect cost rate upon request.

15.8 Liquidation period

The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to OOG.

15.9 Duplication of funding

If grantees receive any funding that is duplicative of funding received under this grant, they will notify OOG as soon as possible. OOG may issue an adjustment modifying the budget and project activities to eliminate the duplication. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be de-obligated from this award and returned to OOG.

15.10 Supplanting

Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated, allocated or disbursed for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. For additional information on supplanting, refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx.

15.11 Special requirements for non-profit grantees

Each non-profit corporation receiving funds from OOG must obtain and have on file a blanket fidelity bond that indemnifies OOG against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the OOG grant period.

For all applicable CJD grantees

15.12 Special requirements for for-profit CJD grantees

It is CJD and OJP policy that for-profit organizations must agree not to make a profit as a result of an award and not to charge a management fee for the performance of an award. Also, commercial organizations must agree to comply with the contract cost principles of subpart 31.2 of the Federal Acquisition Regulations.

15.13 Special requirements for non-profit CJD grantees

By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

1. A copy of the recipient's 501(c)(3) designation letter;
2. A letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or
3. A copy of the grantee's Texas certificate of incorporation that substantiates its non-profit status.

The grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Non-profit recipients of VOCA funding that are not a 501(c)(3) organization finally certified by the Internal Revenue Service must make their financial statements available online.

Non-profit recipients of funds provided under the Juvenile Justice and Delinquency Prevention Act must have 501(c)(3) status recognized by the Internal Revenue Service.

For all applicable HSGD grantees

15.14 Management and Administration

If this Grant includes funds for management and administration (M&A), the grantee must comply with all applicable requirements and limitations with respect to M&A. The grantee's M&A shall not exceed 5% of their total project(s).

16. Required Reports

For all applicable OOG grantees

16.1 Failure to file required reports

Failure to comply with submission deadlines for required reports, Requests for Reimbursement, or other requested information may result in OOG, at its sole discretion, placing the grantee on immediate financial hold without further notice to the grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If the grantee is placed on financial hold, OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time the grantee was placed on financial hold.

16.2 Report formats, submissions, and timelines

The grantee shall provide to OOG all applicable reports in a format specified by OOG. The grantee will submit reports in eGrants as instructed by OOG. The grantee shall ensure that it submits each report or document required by OOG in an accurate, complete, and timely manner to OOG or the Federal sponsoring agency, as specified by this Grant Agreement or OOG, and will maintain appropriate backup documentation to support the reports. Unless filing dates are given herein, all other reports and other documents that the grantee is required to forward to OOG shall be promptly forwarded.

For all applicable CJD grantees

16.3 Special requirements for awards over $5,000,000

A prospective recipient of an award in excess of $5,000,000 may be required to submit a detailed certification concerning filing of federal tax returns, criminal convictions under the Internal Revenue Code, and unpaid federal tax assessments.

16.4 Special requirements for VAWA and SASP grantees publishing materials

The grantee agrees to submit one copy of all required reports and any other written materials or products that are funded under the project to OOG not less than thirty (30) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, it will need to be revised to address these concerns or the grantee will not be allowed to use project funds to support the further development or distribution of the materials.

17. Requirements for Materials Produced with Grant Funds

For all applicable OOG grantees

17.1 Permission for use of OOG name and labeling

Other than the required statements listed in this document, grantee shall not use OOG's name or refer to OOG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from OOG. This Section is not intended to and does not limit the grantee's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act. This Section is not intended to and does not limit OOG's duties and obligations to report this Grant Agreement, any grant payments made under this Grant Agreement, any contract compliance or performance information or other state or federal reporting requirements applicable to OOG.

For all applicable CJD grantees

17.2 Acknowledgement of funding and disclaimer

All publications - including websites - produced in full or in part with grant funds awarded by OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency. In general, no publication may convey CJD or DOJ's official recognition or endorsement of the recipient's project simply based on having received funding. For websites, the acknowledgement should be present somewhere on all major entry pages. Acknowledgement language for grants made through specific fund sources is below.

For any state grant program: "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Criminal Justice Division of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

For grants from the federal Office on Violence Against Women (Violence Against Women Act/STOP Violence Against Women, Victims of Crime Act, or Sexual Assault Services Program): This project was supported by subgrant No.[your grant number], awarded by Criminal Justice Division of the Texas Office of the Governor and the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women or the Office of the Governor."

For any other federal grant program: "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Criminal Justice Division of the Texas Office of the Governor and the [insert name of Office of Justice Programs component, e.g. Office of Juvenile Justice and Delinquency Prevention], Office of Justice Programs, U.S. Department of Justice. Neither the Office of the Governor, the U.S. Department of Justice, nor any of their components operate, control, are responsible for, or necessarily endorse, this web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

For all applicable HSGD grantees:

17.3 Acknowledgment and copyright

The grantee will affix, as applicable, the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations.)

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All grantees must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

17.4 Permission for use of DHS name and labeling

The grantee will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

18. Reserved Rights

For all applicable OOG grantees

18.1 Royalty-free license

Pursuant to 2 CFR 200.315(b), the grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OOG (and the federal funding agency, if the work is funded with a federal grant) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes:

1. Any work subject to copyright developed under an award or subaward; and
2. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state (or Federal) support.

The recipient acknowledges that CJD (and the federal funding agency) have the right to

1. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and
2. Authorize others to receive, reproduce, publish or otherwise use such data for state (or federal) purposes. “Data” includes data as defined in Federal Acquisition Regulation (FAR) provision 52.22714 (Rights in Data- general).

It is the responsibility of the grantee (and of each subgrantee or subcontractor if applicable) to ensure that this condition is included in any subaward under this award. The grantee has the responsibility to obtain from subgrantees, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient’s obligations to the Government under this award. If a proposed subgrantee contractor, or subcontractor refuses to accept terms affording the Government such rights, the grantee shall promptly bring such refusal to the attention of the OOG program manager for the award and not proceed with the agreement in question without further authorization from OOG.

18.2 Special requirements for grantees of federal funds regarding intellectual property

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2(a) and the grantee wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” it will comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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Unless otherwise provided by law, grantees are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. The grantee will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.

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DOJ reserves certain rights with respect to data, patentable inventions, works subject to copyright, and other intellectual property associated with an award of Federal funds. See 28 CFR §§ 66.34, 70.36, and 37 CFR Part 401.

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". 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 Subrecipient Responsibilities 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 HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

DATE: August 7, 2017

DEPARTMENT HEAD: Constable Martin Cantu

DEPARTMENT NAME:

ACCOUNT NUMBER: Constable Precint No. 2

Contact Person: Armando Campos **Ph#** 956-784-3510

2017
Appropriation

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
7-1284-421-00-292-080-8-131	Const Pct2 LBSP-Overtime Pay	26,050.15
7-1284-421-00-292-080-8-220	Const Pct2 LBSP-FICA	$1,992.84
7-1284-421-00-292-080-8-230	Const Pct2 LBSP-Retirement	2,987.95
7-1284-421-00-292-080-8-250	Const Pct2 LBSP-Unemployment Comp	156.30
7-1284-421-00-292-080-8-260	Const Pct2 LBSP-Workers Comp	812.76
7-1284-334-10-292-080-8-000	Const Pct2 LBSP-Revenues	32,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$32,000.00

REASON: To appropriate the budger for the LBSP FY18 Grant for Constable Pct 2. The grant was awarded by the Texas Office of the Governor-Homeland Security Grant Division (HSGD) Grant No.3002103; Grant period is from 09/01/2017 to 08/31/2018. Note: Expenses relationg the health and life insurance that are assigned to the overtime hours are to be charged to the Constable Pct 2 general fund budget (7-1100-421-00-292-001-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

08 / 07 /2017
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

August 07, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, 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 Office of the Governor - Homeland Security Grants Division (HSGD). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$32,000.00	Local Border Security Program (LBSP FY2018) Award No. 3002103 CPCT2

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8-7-17
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY 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. | KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | NEREE R. BETANCOURT JUDGE, 449TH D.C.

AI-61049 **Constable Pct. #2** **9. A.**
CC - REGULAR
Meeting Date: 08/08/2017
Submitted By: Norma Castrellon, CONSTABLE PCT. #2
Department: CONSTABLE PCT. #2

Information

CAPTION

1. Authorization to accept the Approval Notice in reference to the Local Border Security Program 2017-2018 (LBSP) for the amount of $32,000.00.
2. Authorization and approval for County Judge, as authorized official, to Electronically accept grant award from and related document.
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY 2017-2018 Local Border Security Program (LBSP).
5. Approval to appropriate the budget for Constable Pct 2 Office portion of the FY 2017-2018 Local Border Security Program (LBSP) in the amount of $32,000.00.

BACKGROUND

On 04/04/2017, Commissioner's Court Approved the Authorization to Apply for the FY 2017-2018 Local Border Security Program (LBSP) Grant from the Office of the Governor Department of Homeland Security, FEMA (AI-59078),

Grant No. 3002103
Grant Operation Date is from September 01, 2017 to August 31, 2018.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1284-421-00-292-080-8-XXX
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
Fiscal Year 2018

Revenue account is 7-1284-334-10-292-080-8-000

No matching funds required. The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits.

All other fringe benefits will be reclassifed to the Hidalgo County Constable Pct. 2 general fund account (7-1100-421-00-292-001-0-XXX)

Attachments

backup
accept
backup
backup
letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2017 03:19 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Norma Castrellon		Started On: 08/04/2017 02:58 PM
Final Approval Date: 08/04/2017		

Itsayana Vallejo

From: Chief A. Campos [armando.campos@co.hidalgo.tx.us]
Sent: Monday, August 07, 2017 4:39 PM
To: Itsayana Vallejo; Norma V. Castrellon
Cc: Fernando Gaitan; Martin Cantu
Subject: cert6ifcation of LBSP 2018 Revenue

Greetings Ms. Vallejo could you please certify the 2018 LBSP grant # 3002103 Revenue

--
Armando Campos CPM
Chief Deputy Constable
for Constable Martin "Marty" Cantu
Pct. 2 Constable's Office
Office (956)784-3510
Fax (956)784-8687
armando.campos@co.hidalgo.tx.us

"Ignorance of Power is the Worst substitute for True Leadership"

Confidentiality Statement

This email transmission and/or its attachments may contain confidential information or privileged and confidential attorney-client information, intended only for the use of the individual or entity named above.

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We appreciate your efforts to protect the confidential information of Hidalgo County Constable Pct. 2 and its customers.

DATE: August 7, 2017

2017
Appropriation

DEPARTMENT HEAD: Constable Martin Cantu

DEPARTMENT NAME:

ACCOUNT NUMBER: Constable Precint No. 2

Contact Person: Armando Campos Ph# 956-784-3510

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).

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DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

08 / 07 /2017
DATE

ATTEST COUNTY CLERK

2:42 PM

Agency Name: Hidalgo County
Grant/App: 3002103
Start Date: 9/1/2017
Project Title: Local Border Security Program-Constable PCT2
Status: Pending AO Acceptance of Award (FUND HOLD)
End Date: 8/31/2018
Fund Source: BL-Local Border Security Program (LBSP)
Current Grant Manager: Debbie Jacaman
Current Program Manager: Arturo Mendez
Liquidation Date:
CFDA: NONE
OOG Solicitation: BL18 Local Border Security Program Solicitation -FY18

Eligibility | Profile | Narrative | Activities | Measures | Budget | Documents | Conditions.of.Funding | Accept.Award | Summary | Upload.Files | My.Mail | My.Home

General Information and Instructions

View Introduction

View Certification and Assurances

View Instructions

Grant Award Documents

Congratulatory Letter and Instructions

Grantee Responsibilities Memo

Print Statement of Grant Award

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, 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:	3002103	**Award Amount:**	$32,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2017 - 08/31/2018	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2018	**Total Project Cost:**	$32,000.00
Program Fund:	BL-Local Border Security Program (LBSP)		
Grantee Name:	Hidalgo County		
Project Title:	Local Border Security Program-Constable PCT2		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2018-BL-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	

Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

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

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Costs for vehicle fuel are allowable only for the hours officers are working on grant-paid overtime. Vehicle maintenance costs must be prorated to show the use of vehicles for regular law enforcement duties and the use of vehicles while officers are working grant-paid overtime patrols. Only actual vehicle expenses supported by invoiced gas, oil, and maintenance expenses may be reimbursed under this grant. Please retain all receipts and be prepared to make available upon request.	3/23/2017		☐	☐
Overtime: Grantees must upload a copy of the overtime policy approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must: 1) clearly describe how overtime will be calculated; 2) be consistent with the agency's overtime policy; and 3) treat grant-paid personnel the same as non-grant paid personnel. OOG will monitor overtime expenditures based on this policy. OOG will release the Condition of Funding once OOG approves the overtime policy.	3/23/2017		☑	☐
Other Condition of Funding. ********* Respond to Application Review - see notes on Measures tab.	6/26/2017		☑	☐

Accept Decline

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". 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 Subrecipient Responsibilities 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 HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

Office of the Governor - Homeland Security Grants Division
2018 Local Border Security Program (LBSP)
Request for Applications (RFA)

The Homeland Security Grants Division (HSGD) of the Governor's Office is soliciting grant applications for projects that support Operation Border Star during state fiscal year 2018.

Purpose: The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

1) Increase the effectiveness and impact of Steady State and Surge Operations.
2) Reduce border-related criminal activity in Texas.
3) Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
4) Decrease the supply of drugs smuggled into and through Texas from Mexico.
5) Disrupt and deter operations of gang and cartel criminal organizations.
6) Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
7) Decrease use of specific areas for crime as targeted in directed action missions.
8) Increase the effectiveness of air operations mission planning and prioritization.
9) Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Protection (USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.
10) Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
11) Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
12) Increase intelligence-based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

Available Funding: State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 27 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Funding Levels:
Minimum: None
Maximum: None
Match Requirement: None

Standards: Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards (UGMS), and all statutes, requirements, and guidelines applicable to this funding.

Prohibitions: Grant funds may **not** be used to support the following services, activities, and costs:

1) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2) lobbying;
3) regular time worked as part of the employee's normal duty period;
4) augmentees – law enforcement personnel who are not regular employees of a funded agency, but are brought on as needed to specifically cover border security operations so that there can be a force multiplier during a period of "Surge";
5) any portion of the salary of, or any other compensation for, an elected or appointed government official;
6) time spent by certified peace officers on administrative duties;
7) backfill costs for personnel participating in operations;
8) transportation, lodging, per diem, training fees or any related costs associated with participants who attend a training event;
9) purchase of vehicles;
10) purchase of equipment for government agencies that are for general agency use;
11) weapons, ammunition, tasers, tracked armored vehicles, weaponized vehicles or explosives;
12) postage;
13) admission fees or tickets to any amusement park, recreational activity or sporting event;
14) promotional gifts;
15) food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel;
16) membership dues for individuals;
17) any expense or service that is readily available at no cost to the grant project;
18) any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
19) fundraising;
20) construction;
21) medical services;
22) legal fees;
23) legal services for adult offenders; and
24) any other prohibition imposed by federal, state, or local law.

Eligible Applicants:

1) Units of local government; and
2) Federally Recognized Native American tribes.
3) Eligible applicants must be located within a County within one of the six DPS Joint Operations and Intelligence Centers (JOIC) Regions including:
   a) El Paso JOIC – El Paso County.
   b) Coastal Bend JOIC – Aransas County, Bee County, Calhoun County, Dewitt County, Fayette County, Goliad County, Gonzales County, Guadalupe County, Jackson County,

Jim Wells County, Karnes County, Kleberg County, Lavaca County, Live Oak County, Matagorda County, McMullen County, Nueces County, Refugio County, San Patricio County, Victoria County, and Wharton County.

c) Marfa JOIC – Brewster County, Culberson County, Hudspeth County, Jeff Davis County, Pecos County, Presidio County, Reeves County, and Terrell County.

d) Del Rio JOIC – Dimmit County, Edwards County, Kinney County, Maverick County, Real County, Uvalde County, Val Verde County, and Zavala County.

e) Laredo JOIC – Duval County, Frio County, Jim Hogg County, La Salle County, Webb County, and Zapata County.

f) Rio Grande Valley JOIC – Brooks County, Cameron County, Hidalgo County, Kenedy County, Starr County, and Willacy County.

Eligible Costs:

1) Overtime for increased patrol and investigative capacity for certified peace officers, along with limited support for other law enforcement support personnel (i.e., Communications Officers/Dispatchers and Jailers). Project Overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:

   a) OT is time actually worked that exceeds the required number of hours during an employee's designated work period.

   b) OT must be worked to increase patrol and/or in an investigative capacity.

   c) The project OT rate will be no more than one-and-one-half (1.5) times the employee's regular hourly rate of pay.

   d) Exempt salaried employees may not be reimbursed for overtime unless the grantee's overtime policy specifically allows for this.

   e) HSGD will only reimburse the grantee for OT that does not exceed a total of 16-hours (regular +OT) worked during any 24-hour period.

2) Law enforcement support personnel costs may be reimbursed up to 5% of the award or $5,000, whichever is less. These costs include:

   a) Communications Officers/Dispatcher costs necessary to maintain a safe Officer to Dispatcher ratio when supporting law enforcement personnel that are on patrol and participating in border operations.

   b) Jailer costs for personnel necessary to support officers that are on patrol and participating in border operations.

3) Certain operational costs incurred as part of these overtime patrols and investigations may be reimbursed, such as vehicle operating costs, transportation, lodging, per diem, or additional costs for minor emergency repairs as described below:

   a) The cost of fuel, lubricants, and minor emergency repairs or maintenance for vehicles, aircraft, boats, generators, and similar equipment used during the hours in which the OT is worked. Only actual expenses supported by invoiced gas, oil, and repair or maintenance receipts may be reimbursed under this grant. Fuel costs used during the hours officers are working on grant-paid OT are allowable. Maintenance costs must be prorated to show the usage of vehicles or equipment for regular law enforcement duties as compared to usage while officers are working grant-paid OT patrols.

b) The cost of minor emergency repairs, such as tire repair or fan belt replacement, to vehicles or equipment used in program operations is allowable.

c) Transportation, lodging, fuel, and per diem costs may be reimbursed for personnel who work on program activities more than 50 miles from their program duty station.

d) Costs for rentals of equipment or other services critical to success of the program, and that have been pre-approved by the HSGD, are also allowable.

Eligibility Requirements:

1) Eligible applicants must agree to perform the following activities:
   a) Conduct Steady State operations and respond to calls for service.
   b) Conduct enhanced law enforcement patrolling activities.
   c) Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
   d) Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
   e) Report significant border-related events that occur during each 24-hour period.
   f) Identify significant border-related trends or areas of interest that may be developed into focus areas for future operations.
   g) Integrate air, ground, marine, and remote operations.
   h) Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (DPS) Joint Operations and Intelligence Centers (JOIC).
   i) Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
2) Eligible applicants must agree to submit the Daily Border Incident Assessment Report (BIAR). The BIAR is the primary incident and information-reporting tool for the grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within the timeframes established by the JOIC. The grantee shall report all activities that are considered Steady State activities in addition to Enhanced Operation activities to the JOIC. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission (organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, home invasions with a border or organized crime nexus, illegal immigration, border-related murders, gang-related murders, or drug trafficking). Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency chooses to increase the hours of patrol or investigative bodies.
3) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2011 through 2015. This requirement must be met by August 1, 2017.
4) Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

5) An application requirement pertaining to full compliance with Department of Homeland Security detainer requests applies to all municipal or county governments that operate a subdivision or department that detains individuals after arrest for a criminal violation. Full text of this certification can be found on the Narrative tab of each application or at http://gov.texas.gov/cjd/dhs_detainerrequest. All applicants must select one of four options in their eGrants application to be considered for funding under this announcement.
6) Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do).
7) Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/.
8) Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Project Period: Projects selected for funding must begin on or after September 1, 2017 and expire on or before August 31, 2018.

Application Process: Applicants must access HSGD's grant management website at https://eGrants.gov.texas.gov to register and apply for funding. Additional requirements are included within the online application form.

NOTE: Applicants must upload the required Direct Deposit forms, New Payee Identification Form, and W9 Form for each application prior to submission. The eGrants system will not allow an application submission until these forms are attached to the application. These forms are available at https://egrants.gov.texas.gov/updates.aspx under the Financial Management Tools section or by clicking on the hyperlinks above.

Closing Date for Receipt of Applications: All applications must be submitted and certified via HSGD's grant management website on or before Thursday, **March 30, 2017** by 5:00 PM CST.

Selection Process: Applications will be reviewed by HSGD staff members in consultation with DPS Regional JOIC representatives. HSGD will make all final funding decisions based on eligibility and operational content which includes but is not limited to the following:

1) Compliance - Past compliance with grant requirements, reporting, and information sharing.
2) Performance – Impact and effectiveness of the Applicant's participation in previous border security operations or activities and effectiveness in using grant funds awarded for border security.
3) Risk – The Applicant's need as indicated by data available on border-related criminal activity, population, number of officers, and other factors.
4) Other Funding – The Applicant's history of applying for, receiving, and/or effectively utilizing other sources of funding available to support border security activities (e.g. Operation Stonegarden).

Contact Information: For technical assistance or additional information, contact HSGD at eGrants@gov.texas.gov or (512) 463-8382.

AI-60929 **Constable Pct. #4** **10. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct 4 US Treasury (1259):
Approval of 2017 appropriation of funds into Constable Pct 4 US Treasury (294-010) in the amount of $6,413.59.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1259-421-00-294-010-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds to be taken from CONST PCT4 FED SHRG (Fund 1259) unassigned fund balance.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/01/2017 09:19 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Nayla Munoz		Started On: 08/01/2017 09:02 AM
Final Approval Date: 08/04/2017		

DATE: August 1, 2017

2017
Appropriation

DEPARTMENT HEAD: Constable Atanacio Gaitan

DEPARTMENT NAME: Constable Precinct 4 (294)

ACCOUNT NUMBER: 7-1259-421-00-294-010-0-XXX

Contact Person: Horaldo Sanchez **Ph#:** (956) 383-8560

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
7-1259-421-00-294-010-0-532	CONST PCT4 FED SHRG-TREAS - WIRELESS DEVICES	3,480.12
7-1259-421-00-294-010-0-605	CONST PCT4 FED SHRG-TREAS - CLOTHING & UNIFORMS	2,933.47
	TOTAL BUDGET INCREASE (DECREASE)	**6,413.59**

REASON: TO APPROPRIATE FUNDS FROM CONST PCT4 FED SHRG-TREAS UNASSIGNED FUND BALANCE; ACCOUNT NO. 7-1259-258-00-000-000-0-000 TO COVER EXPENDITURES FOR CONTINUATION OF RASTRAC SERVICES AND UNIFORMS.

/s/ Horaldo Sanchez
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-60874 **Tax Office** **11. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Norma Briones, TAX OFFICE **Submitted By:** Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Discussion, consideration and action to extend the deadline of tax refund request, provided by Subsection(c) for the following, pursuant to Section 31.11 of Property Tax Code Subsection(c-1)

Account Number	Payer	Amount	Years
P7170.12.043.0008.00	Arnulfo J. Garza & Norma E. Salinas	$1,171.64	2013

BACKGROUND

Sec. 31.11. REFUNDS OF OVERPAYMENTS OR ERRONEOUS PAYMENTS.
(a) If a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds. However, the collector may not make the refund unless:
(1) in the case of a collector who collects taxes for one taxing unit, the governing body of the taxing unit also determines that the payment was erroneous or excessive and approves the refund if the amount of the refund exceeds:
(A) $5,000 for a refund to be paid by a county with a population of two million or more; or
(B) $500 for a refund to be paid by any other taxing unit; or
(2) in the case of a collector who collects taxes for more than one taxing unit, the governing body of the taxing unit that employs the collector also determines that the payment was erroneous or excessive and approves the refund if the amount of the refund exceeds:
(A) $5,000 for a refund to be paid by a county with a population of two million or more; or

(B) $2,500 for a refund to be paid by any other taxing unit.
(b) A taxing unit that determines a taxpayer is delinquent in ad valorem tax payments on property other than the property for which liability for a refund arises or for a tax year other than the tax year for which liability for a refund arises may apply the amount of an overpayment or erroneous payment to the payment of the delinquent taxes if the taxpayer was the sole owner of the property:
(1) for which the refund is sought on January 1 of the tax year in which the taxes that were overpaid or erroneously paid were assessed; and
(2) on which the taxes are delinquent on January 1 of the tax year for which the delinquent taxes were assessed.
(c) Except as provided by Subsection (c-1), an application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. A taxpayer may apply for a refund by filing:
(1) an application on a form prescribed by the comptroller by rule; or
(2) a written request that includes information sufficient to enable the collector and the auditor for the taxing unit and, if applicable, the governing body of the taxing unit to determine whether the taxpayer is entitled to the refund.
(c-1) The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

Fiscal Impact

Attachments

CommCourt08082017(Over3Yrs)1

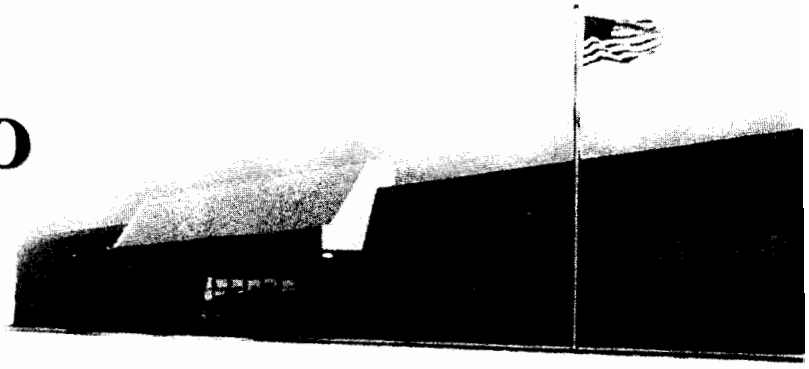
Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/25/2017 02:59 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Norma Briones		Started On: 07/25/2017 08:29 AM
Final Approval Date: 08/04/2017		

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



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

July 24, 2017

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of erroneous payments over $ 2,500.00 dollars.

An application for an erroneous payment refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

Attached is taxpayer's good cause request. I respectfully request that the Commissioner's Court approve the enclosed application for its allowable two year extension.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Respectfully,

Pablo (Paul) Villarreal, Jr., PCC

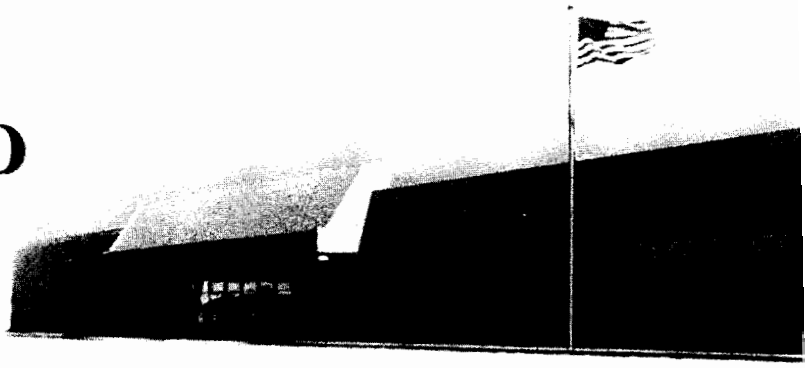
nr

Enclosure

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



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ACCOUNT NUMBER	PAYER	AMOUNT
P7170.12.043.0008.00	ARNULFO J GARZA & NORMA E. SALINAS	$1,171.64

COUNTY of HIDALGO

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

EDINBURG, TEXAS 78539

July 6, 2017

The Honorable Pablo Villarreal, Jr., RTA
Hidalgo County Tax Assessor/Collector
2804 South Business Highway 281
Edinburg, Texas 78539

Re: Tax Refund – Tax Account No. 525170

Dear Mr. Villarreal:

A tax refund application for tax account number 525170 received by the Tax Office was signed by the applicant on June 7, 2017, more than three years after payment was received on February 13, 2014 for tax year 2013.

Pursuant to Tax Code §31.11(a), if a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds.

Pursuant to Tax Code §31.11(c), an application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. Tax Code §31.11(c-1) also states that the governing body of the taxing unit may extend the deadline for a single period not to exceed 2 years on a showing of good cause by the taxpayer.

The County Auditor's Office is not able to approve the tax refund application for payments applied to tax year 2013.

We will be able to process the refund request after the taxpayer shows good cause for submitting the tax refund application three years after the date of payment and Commissioners Court approves to extend the refund deadline as required by Tax Code §31.11(c-1).

The tax refund application must be submitted to the County Auditor's Office for approval after Commissioners Court approval is obtained.

If you have any questions, feel free to contact Corina Martinez, Internal Auditor I, at ext. 4624, Letty Chavez, Compliance Audit Supervisor, at ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, or me at ext.4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETSPRY 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. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

FINAL NOTICE

JUN 05 2017

FINAL NOTICE

PABLO (PAUL) VILLARREAL JR., RTA
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

SECOND NOTICE

SEP 08 2016

Print Date: 02/13/2014

FINAL NOTICE

MAY 20 2016

JUL 16 2014

ARNULFO J GARZA
NORMA E SALINAS
804 W MOORE RD
PHARR , TX 78577

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 7/6/17

Account Number P7170-12-043-0008-00 HCAD No. 525170
Legal Description of the Property PLANTATION SOUTH #12 LOT 8 BLK 43 615 MELANIE DR OWNER: DE HOYOS ARNULFO J GARZA

2013 OVERAGE AMOUNT $1,171.64

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 33: CITY OF PHARR, 43: PHARR,SAN JUAN,ALAMO ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name Arnulfo Garza	Relationship to Property Owner
	Mailing Address 804 W. Moore Rd	Daytime Telephone Number 956) 2274302
	City, State, Zip Code Pharr Tx 78577	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year _____ and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	☐ Overpaid the account	
	☐ Duplicate payment	
	☐ Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts** or Bank Statements	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	
Step 5: How should the refund be processed?	☐ Mail to Property Owner	
	☐ Mail to Payer at address in Step 1	
	☐ Transfer this amount to account	For tax year
	☐ Escrow for next year's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE	Date of application 06/07/17
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	☐ Approved ☐ Denied By: _____	Date: _____
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: Paul Villarreal	Date: 6/15/17

This application must be completed, signed, and submitted with supporting documentation to be valid.

v1.15.

6/15

AI-60875 **Tax Office** **11. B.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Norma Briones, TAX OFFICE **Submitted By:** Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Discussion, consideration and action to extend the deadline of tax refund request, provided by Subsection(c) for the following, pursuant to Section 31.11 of Property Tax Code Subsection(c-1)

Account Number	Payer	Amount	Years
F0330.04.000.0365.00	Solida Administradora De Portafolios SA DE CV	$790.81	2012-2013

BACKGROUND

Sec. 31.11. REFUNDS OF OVERPAYMENTS OR ERRONEOUS PAYMENTS.
(a) If a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds. However, the collector may not make the refund unless:
(1) in the case of a collector who collects taxes for one taxing unit, the governing body of the taxing unit also determines that the payment was erroneous or excessive and approves the refund if the amount of the refund exceeds:
(A) $5,000 for a refund to be paid by a county with a population of two million or more; or
(B) $500 for a refund to be paid by any other taxing unit; or
(2) in the case of a collector who collects taxes for more than one taxing unit, the governing body of the taxing unit that employs the collector also determines that the payment was erroneous or excessive and approves the refund if the amount of the refund exceeds:
(A) $5,000 for a refund to be paid by a county with a population of two million or more; or

(B) $2,500 for a refund to be paid by any other taxing unit.
(b) A taxing unit that determines a taxpayer is delinquent in ad valorem tax payments on property other than the property for which liability for a refund arises or for a tax year other than the tax year for which liability for a refund arises may apply the amount of an overpayment or erroneous payment to the payment of the delinquent taxes if the taxpayer was the sole owner of the property:
(1) for which the refund is sought on January 1 of the tax year in which the taxes that were overpaid or erroneously paid were assessed; and
(2) on which the taxes are delinquent on January 1 of the tax year for which the delinquent taxes were assessed.
(c) Except as provided by Subsection (c-1), an application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. A taxpayer may apply for a refund by filing:
(1) an application on a form prescribed by the comptroller by rule; or
(2) a written request that includes information sufficient to enable the collector and the auditor for the taxing unit and, if applicable, the governing body of the taxing unit to determine whether the taxpayer is entitled to the refund.
(c-1) The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

Fiscal Impact

Attachments

CommCourt08082017(Over3Yrs)2

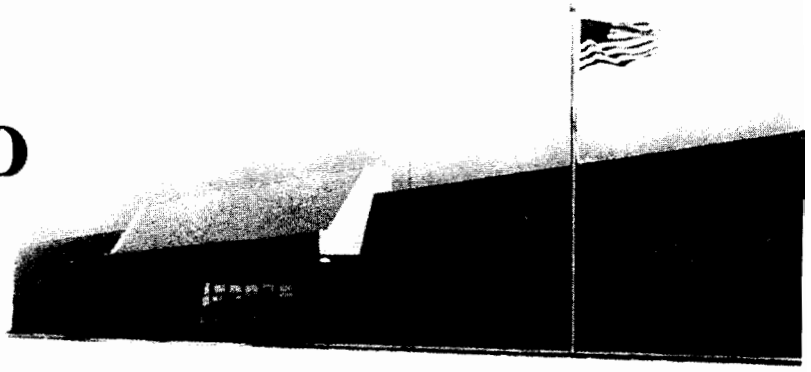
Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/25/2017 02:59 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Norma Briones		Started On: 07/25/2017 09:19 AM
Final Approval Date: 08/04/2017		

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



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Fax (956) 318-2733
www.hidalgocountytax.org

July 24, 2017

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of erroneous payments over $ 2,500.00 dollars.

An application for an erroneous payment refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. The governing body of the taxing unit may extend the deadline provided by Subsection (c) for a single period not to exceed two years on a showing of good cause by the taxpayer.

Attached is taxpayer's good cause request. I respectfully request that the Commissioner's Court approve the enclosed application for its allowable two year extension.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Respectfully,

Pablo (Paul) Villarreal Jr. PCC

Pablo (Paul) Villarreal, Jr., PCC

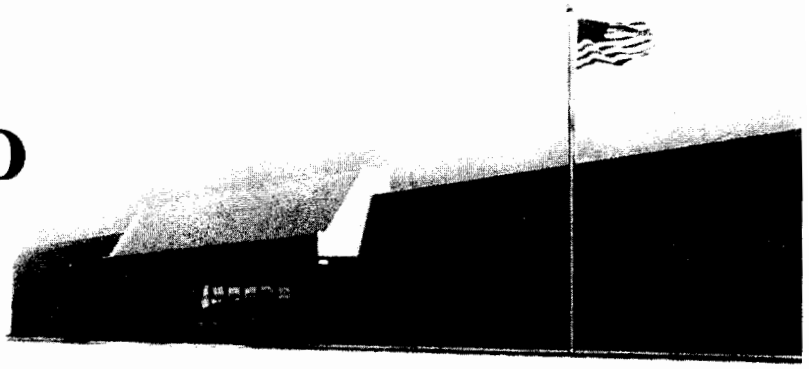
nr

Enclosure

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



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Edinburg, Texas 78540-0178
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Fax (956) 318-2733
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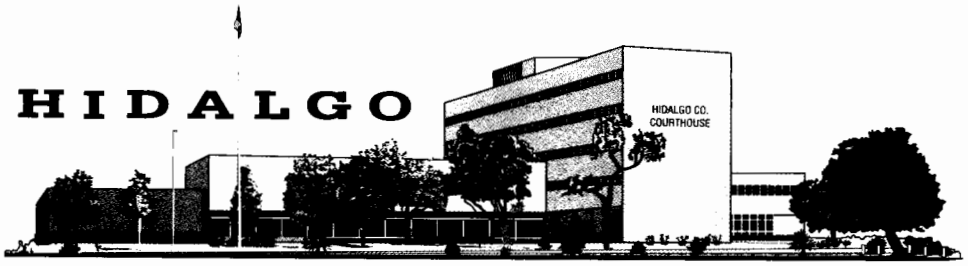
ACCOUNT NUMBER	PAYER	AMOUNT
F0330.04.000.0365.00	Solida Administradora De Portafolios SA DE CV	$790.81

COUNTY of HIDALGO

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



EDINBURG, TEXAS 78539

July 6, 2017

The Honorable Pablo Villarreal, Jr., RTA
Hidalgo County Tax Assessor/Collector
2804 South Business Highway 281
Edinburg, Texas 78539

Re: Tax Refund – Tax Account No. 790757

Dear Mr. Villarreal:

Tax refund application for tax account number 790757 (tax year 2012 and 2013) received by the Tax Office were signed by the applicant on June 5, 2017, three years after payments were received. The payments were received on December 18, 2012 and November 27, 2013, respectively.

Pursuant to Tax Code §31.11(a), if a taxpayer applies to the tax collector of a taxing unit for a refund of an overpayment or erroneous payment of taxes, the collector for the unit determines that the payment was erroneous or excessive, and the auditor for the unit agrees with the collector's determination, the collector shall refund the amount of the excessive or erroneous payment from available current tax collections or from funds appropriated by the unit for making refunds.

Pursuant to Tax Code §31.11(c), an application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund. Tax Code §31.11(c-1) also states that the governing body of the taxing unit may extend the deadline for a single period not to exceed 2 years on a showing of good cause by the taxpayer.

The County Auditor's Office is not able to approve the tax refund application for payments applied to tax years 2012 through 2013.

We will be able to process the refund request for tax years 2012 and 2013 after the taxpayer shows good cause for submitting the tax refund application three years after the date of payment and Commissioners Court approves to extend the refund deadline as required by Tax Code §31.11(c-1).

The tax refund application must be submitted to the County Auditor's Office for approval after Commissioners Court approval is obtained.

If you have any questions, feel free to contact Corina Martinez, Internal Auditor I, at ext. 4624, Letty Chavez, Compliance Audit Supervisor, at ext. 4651, Arcy B. Duran, CPA, Director of Audit, at ext. 4645, or me at ext.4604.

Respectfully,

Ray Eufracio, CPA
County Auditor

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY 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. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C | RENEE R. BETANCOURT JUDGE, 449TH D.C.

Good day Ms. Mendoza,

As per our meeting Monday, 6/5/2017. Attached please find copies of the checks, charts, tax receipt and bank statements stating the payment for **FAIRHAVEN HEIGHTS PH 4 LOT 365 - Property ID: 790757** for 2012 and 2013 Taxes. SOLIDA ADMINISTRADORA DE PORTAFOLIOS SA DE CV erroneously paid 2012 and 2013 Taxes for the property mentioned. Therefore, we request to please credit the amount paid for **FAIRHAVEN HEIGHTS PH 4 LOT 365 - Property ID: 790757** for 2012 and 2013 Taxes to our **FAIRHAVEN HEIGHTS PH 4 LOT 364 - Property ID: 790756.**

Please let us know when corrected.

Below please find contact information for questions that may arise.

Best regards,

Viridiana Suchil
Real Estate Specialist
Solida USA
100 E. Savannah Suite# 470
McAllen, Tx 78504
Phone (956) 310-2427
viridiana.suchil@solidausa.com

Where you can find your dream home or future investment. http://secure-web.cisco.com/1c7VoK83_bDTuYOfsCISD0BKaaM6ue2pPWN4KBG4Ya75eRfdkqDWChuTva3oQoqiybQSgmKWYOOg9iP0NFfGtL-1JWJH-Y9qs8agh3T-ZWgpFPHjMX7nkIi5CqZ9qO-do8ZBunbPrwQ5xK-8T2x6_a6S2VwdrBOsgwSGSLkO1wNRQsFygFpFcILxMKA/http%3A%2F%2Fwww.solidausa.com

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APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
AGAPITA PEREZ PAID BY: BANCO MERCANTIL DEL NORTE SA

Present mailing address *(number and street)*
1905 WEBSTER DR

City, town or post office, state, ZIP code
EDINBURG, TX 78542

Phone (area code and number)
x 956-662-9372

Legal description (or attach copy of the tax bill or tax receipt): FAIRHAVEN HEIGHTS PH 4 LOT 365 AMENDED

Step 2: Describe the property

Address or location of property:

790757 x

Account number of property:

F0330.04.000.0365.00 x

Tax receipt number:

OR 21841665

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2012	12/18 / 2012	$ 342.43	$ 342.43
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 342.43

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR. APPLY REFUND TO ACCT #790756. HCAD NAME/ LOT CORRECTION.

MM

Step 4: sign the form

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

sign here **Signature** x Joyce A. Valdez

Date of application for tax refund x 6.5.17

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

Step 5: Tax refund Determination

This tax refund is ☐ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 7/6/17 CR

sign here — Authorized officer — Date

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 6/9/17

6/13

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
AGAPITA PEREZ PAID BY: SOLIDA ADMINISTRADORA DE PORTAFOLIOS SA

Present mailing address *(number and street)*
1905 WEBSTER DR

City, town or post office, state, ZIP code
EDINBURG, TX 78542

Phone *(area code and number)*
x 956-662-9372

Legal description (or attach copy of the tax bill or tax receipt): FAIRHAVEN HEIGHTS PH 4 LOT 365 AMENDED

Step 2: Describe the property

Address or location of property:

790757 x

Account number of property: F0330.04.000.0365.00 x OR Tax receipt number: 24209547

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2013	11/27 / 2013	$ 448.38	$ 448.38
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 448.38

Taxpayer's reason for refund *(attach supporting documentation)*: PAID IN ERROR. APPLY REFUND TO ACCT #790756. HCAD NAME/ LOT CORRECTION.

MM

Step 4: sign the form

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

sign here **Signature** x [signature] **Date of application for tax refund** x 6.5.17

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

Step 5: Tax refund Determination

This tax refund is ☐ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 7/6/17 [initials]

sign here Authorized officer — Date

sign here Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* [signature] — Date 6/9/17

6/13

AI-60974 **Sheriff's Office** **12. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Joel Rivera, SHERIFF DEPT. **Submitted By:** Erica Chapa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and Approval for Sheriff J.E. "Eddie" Guerra to sign FY2018 Cooperative State and Local Agreement with Drug Enforcement Administation (DEA) to include OCDETF Hidalgo County Sheriff's Office (HCSO) officer.

BACKGROUND

Agreement will remain in effect for one fiscal year to begin October 1, 2017 to September 30, 2018.

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Awarding of monies and appropriation of budget will be provided at a later date.

Attachments

Agreement

Legal

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/02/2017 04:45 PM
Budget & Management	Veronica Ortiz	08/02/2017 04:46 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Erica Chapa		Started On: 08/02/2017 03:31 PM
Final Approval Date: 08/04/2017		

U. S. Department of Justice
Drug Enforcement Administration
Houston Division
1433 West Loop South, Suite 600
Houston, Texas 77027

www.dea.gov

July 31, 2017

J.E. "Eddie" Guerra
Sheriff
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78541

Dear Sheriff Guerra:

Thank you for your continued support of the Drug Enforcement Administration. Your participation in the State and Local Task Force Program allows us to jointly and effectively serve the McAllen community as a whole.

Enclosed for your review and signature is the Task Force Agreement for Fiscal Year 2018, as well as a self-addressed envelope for your convenience. Once all signatures are obtained, a courtesy copy will be sent to your office for your records.

Please contact me at 713-693-3009 or Assistant Special Agent in Charge Stephen M. Jenkins at 956-992-8405 with questions regarding any Task Force matters.

Sincerely,

Steven S. Whipple, Acting
Special Agent in Charge

Enclosures

COOPERATIVE STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2017, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hidalgo County Sheriff's Office (hereinafter "HCSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of, the parties hereto agree to the following:

1. The McAllen OCDETF Strike Force will perform the activities and duties described below:

    a. disrupt the illicit drug traffic in the area by immobilizing targeted violators and trafficking organizations;

    b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

    c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the McAllen OCDETF Strike Force, the HCSO agrees to detail one (1) experienced officer(s) to the McAllen OCDETF Strike Force for a period of not less than two years. During this period of assignment, the HCSO officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The HCSO officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The HCSO officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the McAllen OCDETF Strike Force, DEA will assign 29 Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and officer(s) assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. The HCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all

requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

7. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2018. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by HCSO during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date:_____

Steven S. Whipple, Acting
Special Agent in Charge

For the Hidalgo County Sheriff's Office:

_____ Date:_____

J.E. "Eddie" Guerra
Sheriff

Chief Rivera,

our office has reviewed the proposed 2018 DEA/HCSO task force agreement, and at this time approve as to the form of the agreement.

respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7609 FAX
victor.garza@da.co.hidalgo.tx.us

AI-60865 **Sheriff's Office** **12. B.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Joel Rivera, SHERIFF DEPT. **Submitted By:** Erica Chapa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and Approval of Interlocal Agreement for 9-1-1 Public Safety Answering Point (PSAP) Services between the Lower Rio Grande Valley Development Council and Hidalgo County.
2. Authorization for County Judge, as authorized official, to sign two copies of the agreement.

BACKGROUND

The agreement is effective 9/01/17 to 8/31/19.

The agreement "is needed in order to continue providing your organization with the necessary service and equipment to answer 9-1-1 emergency calls".

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

There is no budgetary impact.

Attachments

Agreement
Legal
Inventory List

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/01/2017 02:28 PM
Budget & Management	Veronica Ortiz	08/01/2017 02:34 PM

Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Erica Chapa		Started On: 07/24/2017 02:50 PM
Final Approval Date: 08/04/2017		

Lower Rio Grande Valley Development Council

Mayor Ambrosio "Amos" Hernandez, Pharr.....President
Hon. Norma G. Garcia, Member-at-Large.....1st Vice President
Mayor David Suarez, Weslaco.....2nd Vice President
Mayor Jim Darling, McAllen.....Secretary
Judge Aurelio 'Keter" Guerra, Willacy County.....Treasurer
Mayor Tony Martinez, Brownsville.....Immediate Past President

BOARD MEMBERS

Alex Dominguez
Commissioner, Cameron County

David Fuentes
Commissioner Hidalgo County

Pilar Garza
Mayor Pro-tem, Alamo

Irene Munoz
Mayor, Donna

Daniel A. Guzman
Commissioner, Edcouch

Homer Jasso, Jr.
Councilman, Edinburg

Chris Boswell
Mayor, Harlingen

Esmeralda Lozano
Mayor Pro-tem, La Feria

Joe Contreras
Alderman, La Villa

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-tem, Mission

Benjamin "Ben" Gomez
Mayor, San Benito

Jesus "Jesse" Ramirez
Mayor Pro-tem, San Juan

Paul Hernandez
South Texas College, McAllen

Javier De Leon
TSTC, Harlingen

Troy Allen
Delta Lake Irrigation District

Ronald Mills
Willacy County Navigation District

Mr. Eddy Gonzalez
Member-at-Large

Mayor Rick Cavazos
Member-at-Large

Arturo Ramirez
Grassroots Organizations

EXECUTIVE DIRECTOR
Ron Garza

July 19, 2017

Hidalgo County Sheriff's Office
711 E. El Cibolo Rd.
Edinburg, TX 78541

RE: FY 16-17 LRGVDC PSAP INTERLOCAL AGREEMENT

Sheriff Eddie Guerra,

Attached you will find copies of the FY 18-19 LRGVDC PSAP Interlocal Agreement renewal. As required by the Commission on State Emergency Communications (CSEC), we must renew this agreement every two years to be in compliance with our 9-1-1 service agreement with them.

We must have all renewals executed no later than **August 10, 2017** in order for CSEC to release our Start-up funding and not impact 9-1-1 service for your area. We need for the city to approve and sign pages 8 and 9 of this agreement to complete the renewal process.

Thank you for your immediate attention to this request, and please contact me or Sergio Castro at (956) 682-3481 should there be any questions on the agreement submitted.

Sincerely,

Ron Garza.
Executive Director

cc: Judge Ramon Garcia

INTERLOCAL AGREEMENT FOR 9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

1.1 The **Lower Rio Grande Valley Development Council** (LRGVDC) is a Regional Planning Commission (RPC) and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **Hidalgo County** (Region), and the Commission on State Emergency Communications (CSEC) has approved its current Strategic Plan.

1.2 **Hidalgo County Sheriff's Office** (Local Government) is a local government that operates Public Safety Answering Point (PSAP) that assist in implementing the Strategic Plan as approved by CSEC.

1.3 CSEC, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between CSEC and LRGVDC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to CSEC and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable laws include, but is not limited to, the Texas Health and Safety Code Chapter 771; CSEC Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code (including Uniform Grant and Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning CSECs Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists, which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of CSEC rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the **Hidalgo County Sheriff's Office** PSAP(s) located at **711 E El Cibolo Rd Edinburg, TX 78541**;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week for **Hidalgo County**; and cities without a PSAP.

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements **(please refer to Attachment G: Site Requirements)**.

3.2 **Ownership, Transference & Disposition of Equipment**

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regard to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The LRGVDC will maintain ownership of all 9-1-1 equipment and will required the Local Government to sign the Ownership Agreement included as Attachment A of this Agreement.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are included in this Agreement under Attachment B: Transfer of Ownership form.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **Hidalgo County** and proof of insurance shall be provided so that it may be added to this Agreement as Attachment I.

3.2.6 The RPC and/or the CSEC shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 **Inventory**

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Local Government for insurance purposes (please refer to Attachment H);

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 PSAP's are required to attend all trainings scheduled by the RPC regardless if you are a new or existing telecommunicator. Furthermore, the Local Government shall notify the RPC of any new 9-1-1 call takers.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 At a minimum, provide dedicated **9-1-1 License Telecommunicator(s) (TCs)** to answer 9-1-1 calls 24x7x365, however the required minimum number of TCs is based on the following:

- A PSAP with one to three 9-1-1 workstations, at a minimum, must provide **one** TC.
- A PSAP with four to seven 9-1-1 workstations, at a minimum, must provide **three** TCs.

Please note that the Local Government may need more than the minimum base on their 9-1-1 call volume or other needs such as dispatching.

3.6.3 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.4 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.5 Allow 24-hour access to the 9-1-1 equipment for audits, repairs and maintenance services, as required or needed by the LRGVDC staff or maintenance provider;

3.6.6 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.7 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.8 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.9 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.10 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the CSEC reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the CSEC for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded and/or reimburse with 9-1-1 Funds.

5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by CSEC grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the CSEC, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the CSEC, as applicable, shall be made by the Local Government within 60 days after demand by the RPC unless an alternative repayment plan is approved by the RPC and then submitted to the CSEC for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1

service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The CSEC and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

Lower Rio Grande Valley Development Council
Attn: 9-1-1 Department
301 W. Railroad St.
Weslaco, TX 78596

The Local Government's address is:

Hidalgo County Sheriff Office
711 E El Cibolo Rd
Edinburg, TX 78541

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

13.1 This Agreement is effective as of **September 1, 2017** and shall terminate on **August 31, 2019**.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	CSEC Documents – Legislation, Rules and Program Policy Statements
Attachment F	Acronyms
Attachment G	Site Requirements
Attachment H	PSAP Equipment Inventory (provided by RPC)
Attachment I	PSAP Insurance (provided by local government)

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

Lower Rio Grande Valley Development Council	**Hidalgo County**
By:_____	By:_____
Printed Name: Ron Garza	Printed Name:_____
Title: Executive Director	Title:_____
Date:_____	Date:_____

Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at **Hidalgo County Sheriff's Office**, in **Hidalgo** County, to be the property of **Lower Rio Grande Valley Development Council**, hereinafter referred to as "Owner".

See attachment H for an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Lower Rio Grande Valley Development Council	**Hidalgo County**
By:_____	By:_____
Printed Name: Ron Garza	Printed Name:_____
Title: Executive Director	Title:_____
Date:_____	Date:_____

Attachment B
Transfer of Ownership Form

As stipulated is Article 3 of the Agreement between **Lower Rio Grande Valley Development Council** (RPC) and _____ (Local Government) dated _____, 20___, the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer_____ Disposition_____ Lost_____

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:_____

Title:_____

Date:_____

Comments:_____

Approved: _____Yes _____No

Proceeds, if any:_____

Approved by:_____

Title:_____
Comptroller

Date:_____

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_____
Executive Director (or other appropriate title of agency head)

Date:_____

Attachment C
Scope of Work

Section 1.0 — Scope:

As required by the Contract for 9-1-1 Services executed between LRGVDC and the CSEC, LRGVDC shall execute interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services. At a minimum, the parties agree to cooperate in addressing, database, maintenance, and meet GIS requirements in accordance with State and Federal Standards.

PSAPs should strive to meet PSAP Service Capability Criteria Rating Scale standards as listed in APCO\NENA ANS 1.102.2, which provides for minimum standard, advanced, and superior rating categories.

1.1 The basic equipment categories are:

A. 9-1-1 Equipment

i. Customer Premise Equipment (CPE) — located at the PSAPs such as telephone system interfaces, workstations, backroom servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery;

ii. Telecommunications Device for the Deaf / Teletypewriter (TDD / TTY)

B. Ancillary Equipment

i. Uninterruptible Power Supply (UPS)

ii. Printers

iii. Recorders (as funding allows)

Section 2.0 — Program Deliverables:

Local Government agrees to comply with all applicable law, CSEC Rules, and LRGVDC policies as they pertain to the 9-1-1 program to provide the following deliverables:

2.1 Inventory:

2.1.1 Local Government is responsible for notifying LRGVDC upon disposition of equipment and shall provide inventory information for the Annual Certification of 9-1-1 Program Assets.

2.1.2 LRGVDC shall maintain property records and conduct an annual physical inventory. Capital Recovery Asset Disposal Notices shall be prepared in accordance with UGMS and the State Comptroller of Public Accounts as required by CSEC Rule 251.5.

2.2 Security:

2.2.1 Local Government will protect the CPE and ancillary equipment by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance for use. LRGVDC agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*. LRGVDC may conduct random security audits.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of LRGVDC. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by LRGVDC.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 data.

2.3 Maintenance:

2.3.1 LRGVDC shall practice and require preventative maintenance on all CPE and ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 equipment and areas by ensuring cleanliness.

2.3.3 Local Government shall notify LRGVDC of any scheduled maintenance on commercial power or backup generator, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify LRGVDC of any power or generator outages that affect the 9-1-1 system and document them in trouble/maintenance logs.

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738. In addition, the Local Government may use email to request routine maintenance at 9-1-1 @wscicom.com.

Attachment C
Scope of Work (continued)

2.4 Supplies:

LRGVDC will purchase supplies necessary for the continuous operation of 9-1-1 Ancillary equipment (i.e. printer toner).

2.5 Training:

Local Government shall:

2.5.1 Provide telecommunicators access to emergency communications equipment training as approved by LRGVDC's training staff, or as determined by the Local Government.

2.5.2 Notify LRGVDC in writing or email of any new 9-1-1 telecommunicator listing their full name, date of hire, and Texas CSEC on Law Enforcement Officers Standards and Education (TCLEOSE) PID#. New telecommunicators shall be scheduled for their 9-1-1 equipment within 120 days of their hire date.

2.5.3 If a PSAP chooses to train its own personnel, a copy of the agencies approved Learning Objectives and Lesson Plan must be provided to LRGVDC.

2.5.4 Ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCLEOSE.

2.5.5 Ensure that all telecommunicators abide by the TCLEOSE mandated rules and regulations for telecommunicator certification and/or licensing requirements.

2.6 Facilities:

2.6.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.6.2 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.

2.6.3 LRGVDC staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on 24x7x365 basis without prior notice.

2.6.4 Refer to Attachment G of this Interlocal Agreement for detailed requirements.

Attachment C
Scope of Work (continued)

2.7 Operations:

Local Government shall:

2.7.1 Check 9-1-1 workstations, make-busy switch, and TDD/TTY for proper operation and user familiarity at least once per shift.

2.7.2 Provide upon request any testing documentation or applicable paperwork required by CSEC and LRGVDC within 24 hours.

2.7.3 The PSAP shall provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to LRGVDC in writing or by email.

2.7.4 When there is any incorrect ANI/ALI or GIS information, the telecommunicator shall submit a discrepancy report to make the necessary correction before the end of the shift.

2.7.5 Notification of change in medical, law enforcement or fire responders shall be made in writing to LRGVDC at least 15 days prior to change.

2.7.6 PSAP must submit a written request for all Manual ALI query to LRGVDC for any investigation purposes. PSAP agrees to use ALI lookup feature only in the event of handling and processing an emergency call. Manual ALI queries may be used for training or testing purposes limited to PSAP telephone numbers.

2.7.7 Each PSAP shall have in their emergency communication plan procedures that ensure survivability and sustainability of 9-1-1 services. This plan shall be accessible to LRGVDC upon request.

2.7.8 Comply with LRGVDC policy and procedures for PSAP moves/changes.

2.7.9 Telecommunicators must use re-transmit (re-bid or RTX) features on wireless to obtain updated GPS coordinates for the mobile devices.

2.8 Master Street Address Guide (MSAG) / GIS Maintenance:

Counties and cities shall:

2.8.1 Provide current updates for streets addresses, street ranges, or street names.

2.8.2 Provide physical addresses requested as per local ordinances and/or subdivision regulations.

Attachment C
Scope of Work (continued)

2.8.3 Verify or correct 9-1-1 ALI database information for accuracy as requested by LRGVDC including No Record Found (NRF) and Telephone Number Change Request (TNCR) forms.

2.8.4 Make sure PSAPs provide 9-1-1 ALI discrepancy reports.

2.8.5 Notify LRGVDC in writing within two business days of the receipt of a request for ALI data made under the Texas Public Information Act.

2.8.6 Meet GIS requirements to ensure accurate 9-1-1 call plotting and routing.

2.8.7 Provide any point data available for address points, points of interest, landmarks, fire hydrants, hospitals, schools, planimetrics data, etc.

2.8.8 Provide available street centerline data, county roads, un-named roads, etc.

2.8.9 Notify LRGVDC in writing of boundary changes affecting: city limits, law, fire departments, emergency service districts, or EMS as approved by city council, county commissioner, and/or service contract amendments.

Attachment D
PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per quarter;
2. List of service affecting issues once per month;
3. Certification of TTY/TDD testing once per month (confirming testing once per shift per day; and
4. TTY/TDD call logs once per month.

Quality Assurance Inspections

RPC personnel will conduct site visits at least twice per year or usually once per quarter to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

Attachment E
CSEC Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

1. CSEC Legislation: http://www.csec.texas.gov and http://www.csec.texas.gov/statutes

2. CSEC Rules: http://www.csec.texas.gov

3. CSEC Program Policy Statements:
   http://www.csec.texas.gov/program-policy-statements/9-1-1-program

Attachment F
Acronyms

LRGVDC - Lower Rio Grande Valley Development Council
CSEC - Commission on State Emergency Communications
APCO - Association of Public-Safety Communications Officials
NENA - National Emergency Number Association
RPC - Regional Planning Commissions
PPS - Program Policy Statements
UGMS - Uniform Grant Management Systems
TCLEOSE — Texas Commission on Law Enforcement Officers Standards & Education
PSAP - Public Safety Answering Point
ADA - Americans with Disabilities Act of 1990
TDD - Telecommunications Device for the Deaf
TTY - Teletypewriter
UPS - Uninterruptible Power Supply
CPE - Customer Premise Equipment
ANI - Automatic Number Identification
ALI - Automatic Location Identification
GPS - Global Positioning System
GIS - Geographic Information System
RTX - Re-transmit / Re-bid
MSAG - Master Street Address Guide
DBMS - Database Management System
NRF - No Record Found
TNCR - Telephone Number Change Request
EMS - Emergency Management System

Attachment G
SITE REQUIREMENTS

1. GENERAL

1.1. Introduction

1.1.1 The following information is for preparing and maintaining the PSAP site for 9-1-1 equipment. The requirements and guidelines are given to promote a safe environment for PSAP and installation personnel and to ensure a reliable 9-1-1 system.

2. PSAP SITE PREPARATION REQUIREMENTS

2.1. General Requirements and Guidelines

2.1.1 The PSAP is responsible for costs associated with adhering to the requirements in this section and that applicable local ordinances and regulations are followed

2.1.2 Deviation from requirements should be documented for review by LRGVDC 9-1-1 staff.

2.2. Equipment Area

2.2.1 A maintenance space or access area around the equipment units should be available. This area must remain clear of all desks, machines, shelves, cabinets and storage. LRGVDC personnel will not move PSAP material to gain access to equipment or backboards.

2.2.2 The equipment area should be kept as dust free as possible during and after installation. Floors need to be clean, dry level and free from vibration. Ensure wall and ceiling finishes are of a dust free surface that can be cleaned and will not flake.

2.2.3 A minimum clear ceiling height of 8" under girders or other obstructions throughout the equipment is needed.
2.2.4 A 3/4 inch plywood and size of 4 ft. by 8 ft., mounted 2 feet from the floor, should be provided for mounting cross connect blocks and other 9-1-1 equipment. The plywood shall be painted white or sealed per local building and fire codes. In general, if the plywood is fastened to gypsum or plaster, total equipment mounted to board should not exceed 75 pounds. If plywood is fastened to concrete, hollow block with embedded anchors, total equipment mounted to board should not exceed 100 pounds. A minimum of eight wall anchors shall be used to secure the plywood to the building wall.

Attachment G
SITE REQUIREMENTS (continued)

2.3. Structural Requirements and Guidelines

2.3.1The site floor condition should be checked before installing 9-1-1 equipment. Questionable floor construction may require moving equipment to another location or reconfiguring the equipment package.

2.3.2 The size of the 9-1-1 equipment location should be at least 40 square feet. (Recommended: 5 ft. by 8 ft.)

2.4. Environmental Requirements and Guidelines

2.4.1 The ambient temperature and relative humidity in the 9-1-1 equipment area should be maintained in a range of 55 to 70 degrees Fahrenheit with relative humidity in the range of 20 to 35 percent.

2.4.2 9-1-1 equipment needs an air-conditioned space, with adequate airflow and no condensation.

2.4.3 9-1-1 equipment shall not be installed in rooms in which a major heat source (i.e., boiler room, furnace room) can affect the ambient room temperature significantly.

2.4.4 9-1-1 equipment should not be installed in a flood-prone space or area with high risk of water damage.

2.4.5 To avoid contamination by any process or condition involving silicone based lubricants, inks, dust, solvents or other airborne contaminants, the 9-1-1 equipment shall not be located in the same room with copying machines, printing presses and card punch machines, asbestos materials and/or wet cell batteries.

2.5. Electromagnetic Interference

2.5.1 The 9-1-1 equipment shall be located in an area that meets the following objectives:

2.5.2 Interference from electromagnetic fields less than 2 volts per meter.

2.5.3 No interference from licensed radio communication equipment, such as in FCC Rule 15 equipment.

2.5.4 No interference from electromagnetic noise, such as might be generated by electric motors with commutators.

Attachment G
Site Requirements (continued)

2.6 Acoustics

2.6.1 The sound levels in the 9-1-1 equipment area shall comply with OSHA requirements.

2.6.2 The sound level in the call-taker location should not exceed 55 dBa, as measured on a sound level meter.

2.7. Lighting

2.7.1 A light intensity 30 to 100 foot-candles shall be provided around the 9-1-1 equipment cabinet for maintenance activities.

2.8. Fire Protection

2.8.1 The PSAP shall provide chemical fire protection equipment at the 9-1-1 equipment location. Water or fire extinguishers not rated for use on electrical fires shall not be used.

2.8.2 Waterless fire suppression is recommended but if an overhead sprinkler system exists in the equipment area, 9-1-1 equipment should be protected from water damage.

2.9. Grounding & Bonding information, Recommendations & Requirements

2.9.1 Isolated ground type AC receptacles are not recommended for any equipment unless required by the equipment manufacturer.

2.9.2 If the PSAP site is equipped with radio equipment and one or more radio antennas, it is strongly recommended that the site, including the building, the equipment within the building, each antenna and/or antenna support structure and other external and internal objects are equipped with a grounding system that, at minimum, conforms with the applicable requirements for radio sites in BSP 802-001-180MP.

2.9.3 All AC receptacles serving 9-1-1 equipment shall be grounded type receptacles.

2.9.4 AC equipment grounding (ACEG) conductors serving receptacles for 9-1-1 equipment shall meet all applicable requirements in Article 250 of the NEC and all other applicable codes. The ACEG conductor serving the 9-1-1 circuit breaker box shall be electrically continuous from the source of the AC system.

2.9.5 Where new feeders, distribution panels, branch circuits. etc., are installed to serve 9-1-1 equipment, it is strongly recommended that a separate ACEG conductor be installed in every added conduit and/or other raceway.

2.9.6 The 9-1-1 equipment area may be equipped with a bus bar and/or a system of grounding conductors connected to the site's earth electrode system.

2.9.7 When required by the 9-1-1 equipment manufacturer or when 9-1-1 equipment contains a DC power source, a point of connection to the PSAP site's earth electrode system shall be furnished by the PSAP in the area where the 9-1-1 equipment is located. The preferred means of providing this point of connection is a small bus bar (Square D PK7GTA or equivalent). When a point of connection is required, a minimum #6 AWG bond shall be made from this point, in order of preference, to one or more of the following:

a. Dedicated grounding conductor extended from the site's earth electrode system
b. Building structural steel. provided it is bonded to the site's earth electrode system
c. Continuous metallic water pipe, provided it is accessible along its entire length to the point where it is bonded to the site's earth electrode system
d. Metallic conduit, raceway or panel containing service conductors
e. Metallic shield of a copper or fiber cable that has been bonded to the site's earth electrode system at the cable entrance
f. If it furnishes a continuous metallic path to the site's earth electrode system. a metallic conduit, raceway or panel containing feeder conductors
g. If it furnishes a continuous metallic path to the site's earth electrode system. a metallic conduit, raceway or panel containing branch circuit conductors

NOTE 1: The locations in f) and g) should only be used when no other location is available.

NOTE 2: Any conduit bonding hardware (bushings, clamps. etc.) must be listed for the purpose.

2.10 AC Power Requirements and Guidelines

2.10.1 AC surge protection should be provided at all electrical outlets providing power to PSAP owned equipment, such as displays and printers that interface with 9-1-1 equipment.

2.10.2 All PSAP provided AC power circuitry shall comply with the NEC and local codes.

2.10.3 Electrical load center requirements:

a. The main 9-1-1 circuit breaker box shall be wired from the commercial AC load center or UPS with an appropriately sized circuit.
b. The feeder breaker shall be designated "9-1-1 Panel"

2.10.4 The circuit breaker box shall be surface mounted to the wall in the 9-1-1 equipment location. The circuit breaker box shall be dedicated and used exclusively for 9-1-1 equipment.

2.10.5 The dedicated 9-1-1 AC power service cabinets shall be designated with name, number, voltage and type of service. e.g., "PWR DISTG SERVICE CAB 001 208V AC 60 HZ 3PH 4W. 9-1-1 Circuits Only."

2.10.6 The conduit serving the 9-1-1 circuit breaker box shall have a permanent tag attached that identifies the physical location of the serving load center. Example: From Panel A in Room 104.

2.10.7 The serving load center" for the 9-1-1 circuit breaker box shall be connected to the local emergency generator bus, to provide electrical service in the event of a commercial power failure.

2.10.8 To prevent 9-1-1 equipment failure caused by the loss of commercial power source, an Uninterruptable Power Supply (UPS) is strongly recommended. The UPS should provide a minimum of 15 minutes of emergency power for full functionality of the following listed elements of the 9-1-1 system:

a. Operator positions (both telephone sets and displays)
b. ANI and ALI controllers
c. ALI link modems and Network interfaces
d. Telephone common equipment
e. TDD/TTY devices
f. The UPS shall be equipped with a manual by-pass switch to allow maintenance

2.10.9 Each receptacle serving 9-1-1 equipment shall be dedicated to 9-1-1 equipment and shall be on a separate circuit breaker.

2.10.10 Electrical outlets shall be wired from the 9-1-1 circuit breaker box with conductors sized per NEC or local prevailing codes. Label the dedicated 9-1-1 circuit breaker with the location of the circuit being served.

2.10.11 Extension power cords shall not be used in permanent installation for power to 9-1-1 equipment.

2.10.12 When power strips are used, the total load shall not exceed the capacity of the over-current protection device for the circuit.

2.10.13 Each answering position shall have as a minimum a duplex outlet for the display and telephone set. However, different applications may require additional outlets.

2.10.14 The AC service provided for the 9-1-1 recording devices (tape drives/printers, etc.) may be served by a different AC load center than was provided for the 9-1-1 equipment location. However, these circuits also should be transferable to the emergency bus.

2.11. Access

2.11.1 The PSAP needs to arrange for suitable access for movement of equipment into and out of the building during installation or maintenance.

2.11.2 The PSAP should maintain a suitable route, per local ordinances, for installing cable:

a. From the 9-1-1 equipment location to the room in which the attendants are located.
b. From the cable entry of the building to the 9-1-1 equipment area/room.

2.11.3 The 9-1-1 equipment location should be secure from access by unauthorized personnel.

2.11.4 Access by the LRGVDC installation and maintenance personnel must be provided on a 24 hour basis to ensure proper operation of equipment and compliance with State oversight requirements.

Attachment H
PSAP Equipment Inventory (provided by RPC)

Attachment I
PSAP Insurance (provided by local government)

I have reviewed the attached agreement with LRGVDC and approve as to form.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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LRGVDC 9-1-1 ASSET INVENTORY REPORT

PSAP INFORMATION	HIDALGO COUNTY SO 711 E EL CIBOLO RD EDINBURG, TX 78541

TAG #	SERIAL #	ASSET DESCRIPTION	ORIGINAL VALUE	ASSET LOCATION	RESPONSIBLE ENTITY
MC4167	CNDF217283	HP PRINTER	$400	HIDALGO CO. S.O.	LRGVDC
MC4168	BH08T0009	UPS	$8,222	HIDALGO CO. S.O.	LRGVDC
MC4873	MXQ52203M2	VOIP - SVR 1	$2,909	HIDALGO CO. S.O.	LRGVDC
MC4875	MXQ52203Q6	VOIP2 - SVR 1	$2,909	HIDALGO CO. S.O.	LRGVDC
MC4873	MXQ52203NL	POTS2-SRV	$4,007	HIDALGO CO. S.O.	LRGVDC
MC4876	MXQ52203QB	POTS2-SRVB	$4,007	HIDALGO CO. S.O.	LRGVDC
MC4863	SFDO1852Y070	CISCO SWITCH 3750	$3,782	HIDALGO CO. S.O.	LRGVDC
MC4862	SFDO1919Y0DZ	CISCO SWITCH 3750	$3,782	HIDALGO CO. S.O.	LRGVDC
MC4867	G137F16053	WORKSATION UPS	$6,042	HIDALGO CO. S.O.	LRGVDC
MC4821	I004934	POS 3 CPU	$6,042	HIDALGO CO. S.O.	LRGVDC
MC4869	I004687	POS 4 CPU	$6,042	HIDALGO CO. S.O.	LRGVDC
MC4870	I004681	POS 5 CPU	$6,042	HIDALGO CO. S.O.	LRGVDC
MC4871	I004675	POS 2 CPU	$6,042	HIDALGO CO. S.O.	LRGVDC
MC4868	I004954	POS 1 CPU	$6,042	HIDALGO CO. S.O.	LRGVDC
MC4864	MX252401D6	AUX CPU	$3,508	HIDALGO CO. S.O.	LRGVDC
MC4866	MXZ53900HC	DATABASE 1 CPU	$2,934	HIDALGO CO. S.O.	LRGVDC
MC4930	Z8F1-025B3-0015	KVM	$2,810	HIDALGO CO. S.O.	LRGVDC
MC2501	31093201349	TTY	$379	HIDALGO CO. S.O.	LRGVDC
MC4559	SFTX19271021	ASA 5515-X	$4,995.00	HIDALGO CO. S.O.	LRGVDC
MC4865	MX252401D6	HCSO SENTRY CPU	$7,721	HIDALGO CO. S.O.	LRGVDC
MC4171	NO SERIAL	4-POST RACK	$947	HIDALGO CO. S.O.	LRGVDC
MC4495	USE121N3MS	MAP FLEX 1	$2,476	HIDALGO CO. S.O.	LRGVDC
MC4594	2245BATCB831200109	KVM 8-PORT	$2,500	HIDALGO CO. S.O.	LRGVDC
MC4393	GPYGJ02	E-CATS SERVER	$8,900	HIDALGO CO. S.O.	LRGVDC
MC4624	F1LMTF054523	POS 1 MON	$343.00	HIDALGO CO. S.O.	LRGVDC
MC4625	F1LMTF054252	POS 2 MON	$343.00	HIDALGO CO. S.O.	LRGVDC
MC4626	F1LMTF054511	POS 3 MON	$343.00	HIDALGO CO. S.O.	LRGVDC
MC4616	51102165985	AUX MON	$149.00	HIDALGO CO. S.O.	LRGVDC

AI-60936 **Sheriff's Office** **12. C.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Roy Quintanilha, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of certification of revenues as certified by County Auditor.
2. Approval of appropriation of funds in the Jail Commissary account for the amount of $74,296.00.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-2102-423-21-280-015-0-452

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

BUDGETARY IMPACT:

Funds are available as of 08/01/17, as provided by the Jail Commissary Bank Account. Monies forwarded to County Treasurer's Office (Receipt No. 213087 dated 07/31/17).

Attachments

cor.request

budget amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	08/01/2017 12:18 PM
Budget & Management	Veronica Ortiz	08/01/2017 01:34 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Emilia Uriegas		Started On: 08/01/2017 11:16 AM
Final Approval Date: 08/04/2017		

Emilia Uriegas

From: Emilia Uriegas <emilia.uriegas@hidalgoso.org>
Sent: Tuesday, August 01, 2017 11:53 AM
To: 'ray.eufracio@auditor.co.hidalgo.tx.us'; 'linda.fong@auditor.co.hidalgo.tx.us'
Cc: 'pedro.ramirez@hidalgoso.org'
Subject: Certification or Revenues Request -- $74,296
Attachments: COR.REQ. $74,296.pdf

Mr. Eufracio:

This is to formally request the Certification of Revenues for $74,296 (Jail Commissary Account Program 2102) in reference to AI#60936. Our office will be requesting that the item be included for CC agenda of 08/08/17, if possible.

Should you require additional information, feel free to contact me.

Thank you.

Emilia Uriegas
Budget Manager II
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542
Main: 956-383-8114
Direct: 956-393-6028
Fax: 956-393-6027
Email: emilia.uriegas@hidalgoso.org

AI-60936 **Sheriff's Office**

CC - REGULAR

Meeting Date: 08/22/2017

Submitted For: Roy Quintanilha, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of certification of revenues as certified by County Auditor.
2. Approval of appropriation of funds in the Jail Commissary account for the amount of $74,296.00.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-2102-423-21-280-015-0-452

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

BUDGETARY IMPACT:

Funds are available as of 07/31/17, as provided by the Jail Commissary Bank Account. Monies forwarded to County Treasurer's Office (Receipt No. 213087 dated 07/31/17).

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
	Emilia Uriegas	08/01/2017 11:16 AM
Form Started By: Emilia Uriegas		Started On: 08/01/2017 11:16 AM

DATE: August 1, 2017
DEPARTMENT HEAD: J. E. "Eddie" Guerra
DEPARTMENT NAME: Jail Commissary
ACCOUNT NUMBER: 7-2102-423-21-280-015-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
7-2102-423-21-280-015-0-452	Jail Commissary--Building Additions & Renovations	74,296.00
7-2102-391-03-000-426-0-000	Transfers In - Jail Commissary Trust Fund	74,296.00

TOTAL APPROPRIATIONS 74,296.00

REASON: To appropriate funding for purchase of 3 water heaters (boilers) and installation costs.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY SHERIFF'S OFFICE
REVENUE REMITTANCE FORM
DATE: July 31, 2017

TO: HIDALGO COUNTY TREASURER

THE FOLLOWING REMITTANCE REPRESENTS COLLECTIONS FOR:

1. Sheriff's Office - Court Ordered Confiscations $ _____
(Seizure made prior to October 18, 1989)

   A. Credit Account Number: _____
   B. Actual date property seizure was made: _____
   C. Funds were awarded by District Court No. _____
   on _____. CAUSE # _____
   D. These Funds must be Appropriated through Commissioner's Court before they can be expended.

2. Undistributed Sheriff Fines and Court Costs ("D" Account) $ _____

   A. Credit Account Number: _____
   B. For Receipts Issued from No. _____ to No. _____
   C. For Date(s) _____

3. Sheriff's Office - Court Ordered Confiscations $ _____
(Seizure made on October 18, 1989 and thereafter)

   A. Credit Account Number: _____
   B. Actual date property seizure was made: _____
   C. Funds were awarded by District Court No. _____
   on _____. CAUSE # _____
   D. These Funds must be Appropriated through Commissioner's Court before they can be expended.

4. Sheriff's Office - Jail Commissary Trust Funds $ 74,296.00

   A. Credit Account Number: 7-2102-391-03-000-426-0-000
   B. For Purchase and Installation of Water Heaters (Boilers) (Physical Plant Improvement)
   C. These payments comply with all applicable State Statutes and any applicable rules promulgated by the Texas Commission on Jail Standards.

GRAND TOTAL REMITTED TO TREASURER $ 74,296.00

APPROVED BY: _____ 7/31/17
HIDALGO COUNTY SHERIFF OR DESIGNEE — DATE

PREPARED BY: _____ 213087
ACCOUNTANT IV — TREASURER'S RECEIPT NO.

COUNTY AUDITOR'S FORM: SFA-S-010
REVISED: 04/96

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

Receipt No: 213087

Received From: SHERIFF'S JAIL COMMISSARY TRUST FUNDS Date 07/31/17

1	5360	PURCHASE OF WATER HEATERS (BOILERS)	7-2102-391-03-000-426-0-000	74,296.00
			Total:	**74,296.00**

Check Total	74,296.00
Cash Total	.00
Credit Total	.00
Other Total	.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH HEAT SENSITIVE [illegible]

5360

HIDALGO COUNTY JAIL COMMISSARY
P.O. BOX 1228
EDINBURG, TX 78540
PH. 956-381-7900 EXT. 7928

LONESTAR NATIONAL BANK
WWW.LONESTARNATIONALBANK.COM

88-1168/1149

7/31/2017

PAY TO THE ORDER OF Hidalgo County Treasurer

$ **74,296.00

Seventy-Four Thousand Two Hundred Ninety-Six and 00/100********** DOLLARS

Hidalgo County Treasurer

Void After 90 Days

MEMO Funding For The Purchase Of Water Heaters (Boiler

DETAILS ON BACK. SEE IRREGULAR FEATURES INCLUDED

⑈005360⑈ ⑆111491168⑆ 710 15949⑈

5360

HIDALGO COUNTY JAIL COMMISSARY
Hidalgo County Treasurer

7/31/2017

Funding For The Purchase Of Water Heaters (Boiler 74,296.00
3 Quotes Obtained: Morris Boiler Service (Awarded),

Cash on Deposit - LS Funding For The Purchase Of Water Heaters (B 74,296.00

Pedro Luis Ramirez

From: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Thursday, July 27, 2017 4:08 PM
To: Roy Quintanilha
Cc: Victor Garza; Chief Mario Lopez; Sheriff Guerra; Pedro Luis Ramirez; Joel Rivera; Emilia Uriegas; Belinda Madrigal; Jennifer Smith
Subject: Re: Use of Commissary Funds.

Chief,

As our office has previously advised, so long as the purchase of the physical plant improvements/equipment will provide for the well-being, health and safety of the inmates and/or the facility as required by law, it is a permissive purchase under 351.0415 of the Texas Local Government Code.

Should you need any additional information, please feel free to contact our office.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

****

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COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

****

On Fri, Jul 21, 2017 at 4:41 PM, Roy Quintanilha <roy.quintanilha@hidalgoso.org> wrote:
Good afternoon Ms. Ramirez,

The Hidalgo County Sheriff's Office Adult Detention Facility is needing to replace the two boilers that currently provide hot water to the jail. The water is used for:

- Inmate Hygiene to be able to wash and shower.
- Laundry for Inmates.
- Washing of plates, trays and drinking containers used by inmates.

Because boilers are antiquated, we cannot not replace them with two new ones of the same capacity. We will be replacing the two with three (3) new ones (smaller capacity units) that will provide the facility with the hot water needed to keep and maintain a sanitary environment for the inmates and meet standards.

Our budget does not have the funds to replace the boilers. We are confident that the purchase of the boilers meet the standard for use of Commissary funds:

Local Government Code 351.0415

Sec. 351.0415. COMMISSARY OPERATION BY SHERIFF OR PRIVATE VENDOR. (a) The sheriff of a county or the sheriff's designee, including a private vendor operating a detention facility under contract with the county, may operate, or contract with another person to operate, a commissary for the use of the inmates committed to the county jail or to a detention facility operated by the private vendor, as appropriate. The commissary must be operated in accordance with rules adopted by the Commission on Jail Standards.
(b) The sheriff or the sheriff's designee:
(c) The sheriff or the sheriff's designee may use commissary proceeds only to:
(5) fund physical plant improvements, technology, equipment, programs, services, and activities that provide for the well-being, health, safety, and security of the inmates and the facility.

Attached for your review are quotes for the removal of the old boilers and installation of the new boilers.

As has been established prior to an expenditure of this type, we are requesting for you to review.

Thank you in advance for your attention to this matter.

Chief Roy Quintanilha
Hidalgo County Sheriff's Office
Adult Detention Division

DATE: August 1, 2017
DEPARTMENT HEAD: J. E. "Eddie" Guerra
DEPARTMENT NAME: Jail Commissary
ACCOUNT NUMBER: 7-2102-423-21-280-015-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
7-2102-423-21-280-015-0-452	Jail Commissary--Building Additions & Renovations	74,296.00
7-2102-391-03-000-426-0-000	Transfers In - Jail Commissary Trust Fund	74,296.00
	TOTAL APPROPRIATIONS	74,296.00

REASON: **To appropriate funding for purchase of 3 water heaters (boilers) and installation costs.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-61064 **Executive Office** **13. B.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action allowing La Union Del Pueblo Entero (LUPE) to utilize translation equipment and translator during the Commissioners Court meeting of August 22, 2017 or subsequent court meeting

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Monica Salinas Started On: 08/04/2017 05:16 PM

Final Approval Date: 08/04/2017

AI-60993 **Executive Office** **13. C.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Right of Way Permit: (Pct. 3)
Manuel Chapa - To open cut road 1472.03 feet north of Mile 3 Road on Abram Road within City of Mission, TX ETJ

BACKGROUND

Previously approved on 8/1/2017 AI- 60882 as a Bore on Consent Agenda but as per Drainage District will need to do an
Open Cut.

Fiscal Impact

Attachments

OPEN CUT-Abram & Mile 3 RD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2017 03:44 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Rebecca Gomez Started On: 08/03/2017 11:09 AM
Final Approval Date: 08/04/2017

REVISED JANUARY 2017

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 8th day of August, 2017 does by these presents **GRANT, GIVE AND RELINQUISH TO**:

Manuel Chapa

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 36 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows**:

To open cut road 1472.03 feet north of Mile 3 Road on Abram Road within City of Mission, TX ETJ

The granting, giving and authorizing of permission for the said a forenamed Permittee to so construct, reconstruct, lay and maintain a 36" storm sewer line along the above described public road being conditioned that Permittee agrees that:

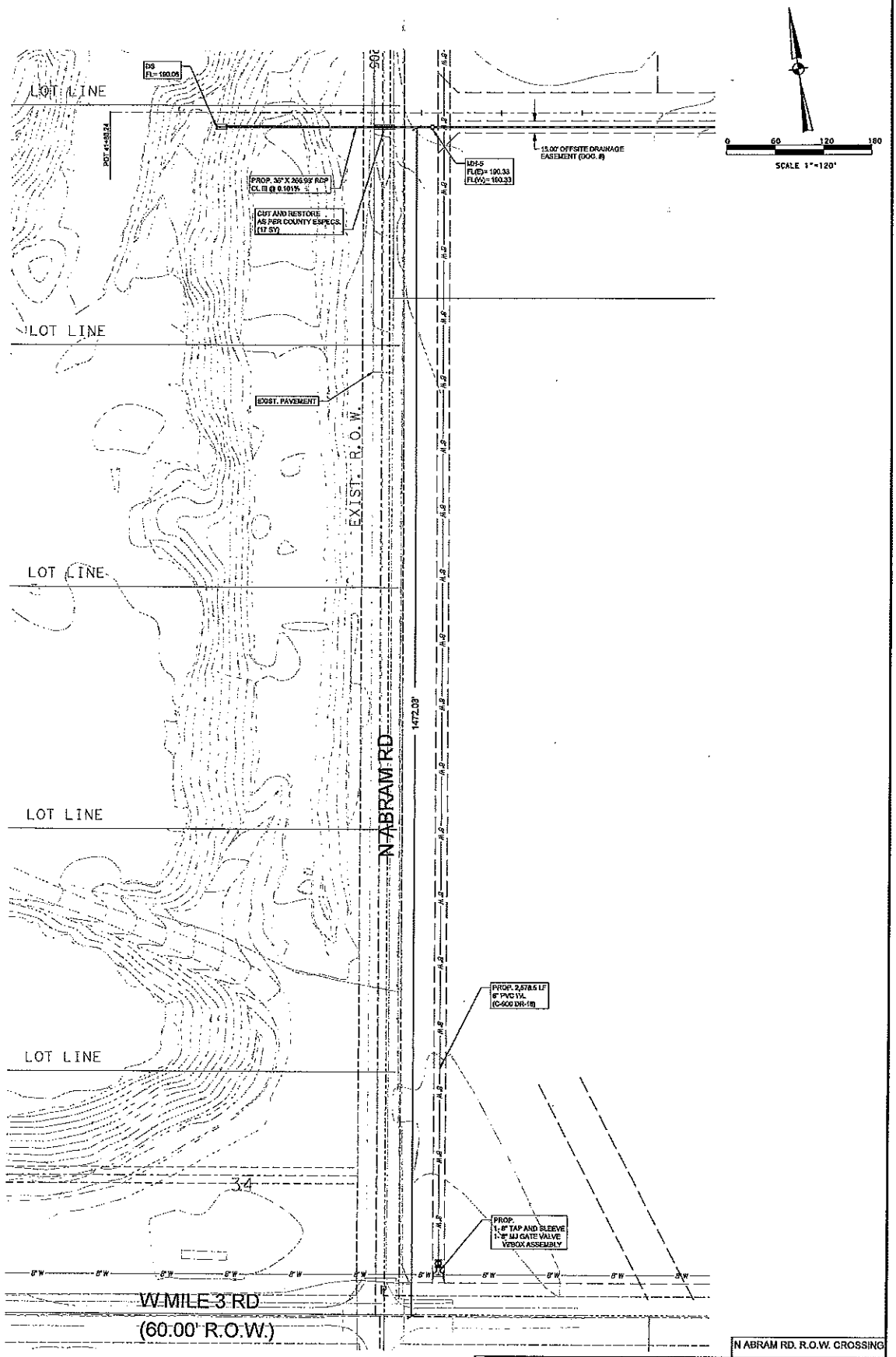
1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner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

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

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

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

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all



N ABRAM RD. R.O.W. CROSSING

SOUTH TEXAS INFRASTRUCTURE GROUP

900 S. STEWART, SUITE 19
MISSION, TEXAS 78572
PH: (956) 424-3355
FAX: (956) 593-7118
TBPE REG. # 1500

SOUTH TEXAS INFRASTRUCTURE GROUP

AI-60911 **Human Resources** **14. B.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Katia Garcia, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Discussion, consideration and approval for Hidalgo County Office of the County Judge to appoint Ivana Melendez as a volunteer/intern under Hidalgo County Office of the County Judge for the period of August 14, 2017 to August 24, 2017.

BACKGROUND

Fiscal Impact

Attachments

Internship Policy

waiver

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/27/2017 04:20 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Katia Garcia		Started On: 07/27/2017 04:13 PM
Final Approval Date: 08/04/2017		

INTERNSHIP POLICY

A. PURPOSE

The purpose of this policy is to establish guidelines to offer experiential learning experiences for students in County offices and departments. This policy applies to student volunteers, interns, and externs.

B. POLICY

Hidalgo County offers volunteer opportunities, internships and externships in an effort to provide students from a wide variety of educational disciplines the opportunity to apply traditional academic classroom learning to actual work experience. The County strongly believes that internships are an important tool in recruiting, developing and retaining innovative people in local government and an important part of assisting the County in meeting the needs of today while preparing the workforce of the future.

Internship opportunities are unpaid. All placements must be approved by Commissioners' Court and approval must include the following items:

1. Job description & responsibilities

2. Placement location & supervisor name

3. Duration of internship

4. Agreement with educational institution (if applicable)

5. Any other relevant information as required by Commissioners' Court

Each participating elected official/department head will be responsible for administering the internship within their office/department and ensuring the policies and guidelines set forth herein are followed.

All interns must comply with the Hidalgo County Personnel Policy Manual and must complete the pre-employment training and enrollment requirements prior to commencing.

C. REQUIREMENTS

All interns must be citizens of the United States, or if not, must be legally authorized to work or study in the United States. Proof of citizenship or authorization will be documented during the training and orientation process. Interns must be 18 years of age or older, and must be enrolled in an institution of higher education. Interns must complete an internship application and agreement, and must meet the pre-employment training and enrollment requirements. Interns must sign a Waiver of Liability Release, agreeing to assume any risk of injury that may occur while rendering services to the County. The internship application, resume, and signed internship agreement will be kept on file by the Human Resources Department.

D. UNPAID INTERNSHIPS

1. Unpaid interns may be accepted on a volunteer basis. Unpaid interns may be appointed or may be selected through the Human Resources Department announcement and selection process. All unpaid internship placements must be approved by Commissioners' Court.

2. Unpaid interns are considered "Volunteers," receive no compensation or benefits, are not covered under worker's compensation, and must sign a Waiver of Liability Release agreement prior to commencing the internship.

3. Hidalgo County may enter into an agreement with an educational institution to provide college credit or required work experience for the internship, as applicable. The units of

credit earned for participating are authorized and conferred by the school of attendance. All agreements with educational institutions must be approved by Commissioners' Court.

4. Interns who are interested in seeking to gain work experience in a specific field or area may choose to independently volunteer as an unpaid intern. In such instances, students may or may not receive credit from the educational institution they attend.

E. TRAINING & ORIENTATION

Prior to beginning an intern assignment all interns will be required to meet the pre-employment training and enrollment requirements.

All interns , will be provided a copy of the Hidalgo County Personnel Policy Manual, must complete the pre-employment training and enrollment requirements prior to commencing, and will sign all relevant forms and acknowledgments , including but not limited to, personnel policy acknowledgement, harassment, nondiscrimination, and waiver of liability release form (as applicable).

The participating elected official/department head will be responsible for orienting interns to the organization.

Orientation should include:

- A list of expectations, job duties and goals;
- Departmental-specific policies and procedures;
- A list of the resources available to the intern (i.e., a workstation that has been set up for the intern, supplies and items needed by the intern); and
- Any other relevant information for the intern to be successful in the performance of their job duties

F. STANDARDS OF CONDUCT

All interns must abide by the standards of conduct as outlined in the Hidalgo County Personnel Policy Manual, and are responsible for complying with the required standards of conduct.

All interns are required to conduct themselves in a professional manner at all times and adhere to the Hidalgo County Personnel Policy Manual when dealing with sensitive matters and confidential information. Interns must maintain professional attire, hygiene and grooming in a professional business-like manner that is appropriate to the field of placement and which reflects positively on the County.

If any policy or standard of conduct is violated by the intern during the internship period, the intern will be terminated at the discretion of the County.

G. EVALUATION

All interns maybe provided with ongoing feedback on how well they are meeting the goals and expectations of their position. If applicable, the participating elected official/department head will be responsible for providing with the necessary feedback.

H. TERMINATION/COMPLETION

All interns are considered at-will placements, and the placement can be terminated at any time at the discretion of the County.

Upon completion of the internship period, interns are not automatically entitled to a paid position within the County.

I. REFERENCE

"Internship Agreement and Waiver of Liability"

INTERNSHIP AGREEMENT AND WAIVER OF LIABILITY

I, Ivana Melendez, agree to participate in an internship with The County of Hidalgo, Texas , as outlined in this agreement. I hereby certify that I am at least 18 years of age at this time, and I am a student at Brandeis University.

I hereby agree to comply with all relevant policies, procedures and requirements as outlined in the Hidalgo County Internship Policy and the Personnel Policy Manual I understand that I will not receive compensation for my services provided during the internship period, and that no other benefits will be provided. I understand that my placement and this internship is at-will and that I may be terminated at any time at the discretion of the County.

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my internship with Hidalgo County. I hereby release, waive, discharge and relinquish any actions or causes of actions aforementioned, which may hereafter arise for me and my estate, and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against Hidalgo County or any of its agents and employees for any said cause of action, whether the same shall arise by negligence of any said persons, or otherwise. It is my intent by this instrument to exempt and release, indemnify and hold harmless Hidalgo County and any of its employees, its elected or appointed officials, employees and agents for any personal injury, property damage, or wrongful death cause by negligence.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN AN INTERNSHIP AND AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT.

Ivana Melendez

Signature

07/31/17

Date

AI-60393 **Human Resources** **14. C.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Health & Human Services - H.D. Adm (1293):
Approval of the following personnel actions, effective 9/01/2017:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	340-003	0014	Registered Nurse IV	$65,096.00	$65,096.00
	340-005	0003		$1,975.00	$0.00
Change In Funding Source	340-003	G129	Clerk II	$3,993.00	$3,993.00
	340-051	G002		$19,417.00	$19,417.00
	340-005	G024		$0.00	$1,550.00

BACKGROUND

Refer to AI-60313 (06/27/2017) for acceptance of grant.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Personnel action will result in cost savings.

Attachments

Fiscal Note
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/22/2017 02:32 PM
Human Resources	Katia Garcia	08/03/2017 02:39 PM
Budget & Management	Veronica Ortiz	08/03/2017 02:42 PM

Final Approval	Veronica Ortiz	08/04/2017 01:51 PM
Form Started By: Diana Munoz		Started On: 06/22/2017 09:32 AM
Final Approval Date: 08/04/2017		

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: 08/08/17 Agenda Item: 60393

Summary of request/proposal:
H.D. ADM (1293): Approval of the following personnel actions, effective 09/01/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	Registered Nurse IV	0003	113	1,975.00	0.00	(1,975.00)
1293	Clerk II	G024	113	0.00	1,550.00	1,550.00
				1,975.00	1,550.00	(425.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1293-441-00-340-005-0-	113	H.D. ADM	REG F/T EMPLOYEES	($140.58)
7-1293-441-00-340-005-0-	211	H.D. ADM	HEALTH INSURANCE	$0.00
7-1293-441-00-340-005-0-	212	H.D. ADM	LIFE INSURANCE	$0.00
7-1293-441-00-340-005-0-	220	H.D. ADM	FICA	($10.75)
7-1293-441-00-340-005-0-	230	H.D. ADM	RETIREMENT	($16.12)
7-1293-441-00-340-005-0-	250	H.D. ADM	UNEMPLOYMENT COMP	($0.84)
7-1293-441-00-340-005-0-	260	H.D. ADM	WORKER'S COMP	($1.32)
			2017 Budgetary Impact (09/01/17 - 12/31/17)	($169.61)

2018 Budgetary Impact
(01/01/18 - 08/31/18) ($343.84)

Possible Funding Sources: Cost Savings

Comments:

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JUN 19 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 06/19/2017
DEPARTMENT NAME: Health & Human Services
DEPARTMENT NO.: 340-005 H.D. ADM
CURRENT POSITION TITLE: Registered Nurse IV
CURRENT SLOT NO.: 340-005-003
REQUESTED POSITION TITLE:

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete Slot 340-005-003

SALARY REQUEST:

		$ 0.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

SALARY REQUEST:

$ 1,975.00	$ 0.00	-$ 1,975.00
Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

TOTAL BUDGETARY IMPACT: -$ 1,975.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☐ Other

POSITION TYPE:

☐ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☐ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

RN IV slot currently has two funding sources. This action will delete one of the funding sources as it is no longer needed to support this position. Slot to be deleted is from Dept. 340, Program 005, Slot #003 in the amount of $1,975.00.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	Date 6/19/17
Department of Human Resources	Date 6/22/2017
Department of Budget & Management	Date 8/4/17

HR Form: 032 *2/9/2017*

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JUN 19 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE: 06/16/2017
DEPARTMENT NAME: Health & Human Services
DEPARTMENT NO.: 340-005 H.D. ADM
CURRENT POSITION TITLE: Clerk II
CURRENT SLOT NO.: Request for New Slot # - G024
REQUESTED POSITION TITLE:

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other New slot for existing Po

SALARY REQUEST:	$ 0.00	$ 1,550.00	$ 1,550.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:			$ 0.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

TOTAL BUDGETARY IMPACT: $ 1,550.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:
☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☐ Other

POSITION TYPE: ☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

Grant funding for FY 18 effective 09/01/17 is not enough to cover existing Clerk II position. Adding a 3rd funding source to cove
the difference of $1,550.00 from 7-1293-441-00-340-005-0-113 account. This new slot links to 340-051- Child Health Grant

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Department Head	06/16/2017 Date
Department of Human Resources	6/22/2017 Date
Department of Budget & Management	8/4/17 Date

HR Form: 032

2/9/2017

AI-61058 **Human Resources** **14. D.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Katia Garcia, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

92nd DC (1100):
1. Discussion, consideration, and approval of the following personnel actions effective next full pay period of 8/21/17:

Action	Department	Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Salary Adjustment/ (Increase)	001-001	0002	Court Coordinator	$67,980.00	$68,980.00
Salary Adjustment/ (Increase)	001-001	0003	Bailiff	$50,862.00	$52,862.00
Budgeted Salary Adjustment/ (Reduce)	001-001	0004	Assistant Court Coordinator	$63,860.00	$61,360.00

2. Approval of intradepartmental transfer.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-412-00-001-001-0-xxx

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

BUDGETARY IMPACT:

Funding available as of 8/7/17

Attachments

salary analysis
fiscal
PAR

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Katia Garcia Started On: 08/04/2017 04:20 PM

Final Approval Date: 08/04/2017

92ND DC

Salaries Analysis Worksheet

as of 08/07/2017

Acct No: 7-1100-412-00-001-001-0-

ACTUAL EXPENDITURES						
Object Code	Acct. Description	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Alio Available Balance	Availability
113	Reg F/T Employees	$10,123.16	11.5	$116,416.34	$116,727.17	$310.83

*Expenditures based on **actual** not budgeted.

Please note:

Longevity pay & Health Ins = 24 pay periods (twice a month)
Life Ins = 12 pay periods (once a month)
All others = 26 pay periods

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, August 08, 2017 Agenda Item: 61058

Summary of request/proposal:
92nd DC (1100)-
Approval of the following personnel actions, effective 08/21/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Court Coordinator	0002	113	67,980.00	68,980.00	1,000.00
1100	Bailiff	0003	113	50,862.00	52,862.00	2,000.00
1100	Assistant Court Coordinator	0004	113	63,860.00	61,360.00	(2,500.00)
				182,702.00	183,202.00	500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-00-001-001-0-	113	92ND DC-	REG F/T EMPLOYEES	$182.69
7-1100-412-00-001-001-0-	211	92ND DC-	HEALTH INSURANCE	$0.00
7-1100-412-00-001-001-0-	212	92ND DC-	LIFE INSURANCE	$0.00
7-1100-412-00-001-001-0-	220	92ND DC-	FICA	$13.98
7-1100-412-00-001-001-0-	230	92ND DC-	RETIREMENT	$0.00
7-1100-412-00-001-001-0-	250	92ND DC-	UNEMPLOYMENT COMP	$1.10
7-1100-412-00-001-001-0-	260	92ND DC-	WORKER'S COMP	$0.38
			2017 Budgetary Impact	$198.15

Possible Funding Sources: Funds available within department's budget.

Comments:

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JUN 06 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	06/05/2017	**CURRENT POSITION TITLE:**	Court Coordinator
DEPARTMENT NAME:	92nd DC	**CURRENT SLOT NO.:**	0002
DEPARTMENT NO.:	001 - 001	**REQUESTED POSITION TITLE:**	Court Coordinator

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

SALARY REQUEST:	$ 67,980.00	$ 68,980.00	$ 1,000.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:			$ 0.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

TOTAL BUDGETARY IMPACT: $ 1,000.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☑ Salary Adjustment ☐ Other

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: ***(Explain why position or adjustment request is essential)***

To compensate employee for receiving his Court Manger Certification thru the National Center of State Courts. This certification increases the employee's knowledge and ability to meet our court goals and objectives.

* **POSITION RECLASSIFICATION COMMENTS:** ***(Attach completed Reclassification Analysis Form and additional pages if needed)***

Judge Luis M. Singleterry	6/01/17
Department Head	Date
	6/08/2017
Department of Human Resources	Date
	8/7/17
Department of Budget & Management	Date

HR Form: 032

2/9/2017

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JUN 06 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	06/05/2017	**CURRENT POSITION TITLE:**	Bailiff
DEPARTMENT NAME:	92nd DC	**CURRENT SLOT NO.:**	0003
DEPARTMENT NO.:	001-001	**REQUESTED POSITION TITLE:**	Bailiff

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

SALARY REQUEST:	$ 50,862.00	$ 52,862.00	$ 2,000.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:			$ 0.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

TOTAL BUDGETARY IMPACT: $ 2,000.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☑ Salary Adjustment ☐ Other

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date	End Date	Work Schedule	Hours Per Week	Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: (*Explain why position or adjustment request is essential*)

Employee has been assigned to assist the Assistant Court Coordinator with the criminal case load as well as working on TEX_File (e-filing) system.

* **POSITION RECLASSIFICATION COMMENTS:** (*Attach completed Reclassification Analysis Form and additional pages if needed*)

Judge Luis M. Singleterry — Department Head — Date 6/01/17

Department of Human Resources — Date 8/04/17

Department of Budget & Management — Date 8/7/17

HR Form: 032

2/9/2017

COUNTY OF HIDALGO
Human Resources Department

RECEIVED
JUN 06 2017
HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *COMPLETE MULTIPLE PERSONNEL ACTION FORM IF DEPARTMENT IS REQUESTING MORE THAN (3) PERSONNEL ACTIONS.*

DATE:	06/05/2017	**CURRENT POSITION TITLE:**	Assistant Court Coordinator
DEPARTMENT NAME:	92nd DC	**CURRENT SLOT NO.:**	0004
DEPARTMENT NO.:	001-001	**REQUESTED POSITION TITLE:**	Assistant Court Coordinator

REQUEST FOR: ☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Budgeted Salary Reduction

SALARY REQUEST:	$ 63,860.00	$ 61,360.00	-$ 2,500.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change
SALARY REQUEST:			$ 0.00
	Current Grade & Step Budgeted Salary	Proposed Grade & Step Budgeted Salary	Net Change

TOTAL BUDGETARY IMPACT: -$ 2,500.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Salary Adjustment ☐ Other

POSITION TYPE:
☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114
☐ Full Time Temporary Object Code 121 ☐ Part Time Temporary Object Code 122

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

TEMPORARY POSITIONS:

Start Date | End Date | Work Schedule | Hours Per Week | Duration of Position

Annual Salary _____ Hourly Rate _____
Annual Salary / 2080 hrs per year = Hourly Rate

JUSTIFICATION FOR NEW POSITION/SALARY ADJUSTMENT: (*Explain why position or adjustment request is essential*)

Position over budgeted

* **POSITION RECLASSIFICATION COMMENTS:** (*Attach completed Reclassification Analysis Form and additional pages if needed*)

Judge Luis M. Singleterry — Department Head — Date 6/01/17

Department of Human Resources — Date 6/08/2017

Department of Budget & Management — Date 8/2/17

HR Form: 032

2/9/2017

AI-60940 **Human Resources** **14. E.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Katia Garcia, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

District Attorney - Crim DA (1100) / DA Investigation HB65 (1223):
Approval of the following personnel actions, effective next full pay period of 8/21/17:

Action	Department	Slot#	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
Reclassification	080-002	0086	Administrative Assistant I	$22,972.00	Administrative Assistant II	$26,625.00
	080-007	0144		$2,028.00		$2,315.00
Reclassification	080-002	0088	Administrative Assistant I	$23,340.00	Administrative Assistant II	$26,914.00
	080-007	0143		$1,660.00		$2,026.00

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Funding undetermined.

CALENDAR YEAR: 2017 **ACCT. #:** 7-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

Funding available within department's budget.

Attachments

Fiscal Note 080-002 (1100)
PAR
Fiscal Note 080-007 (1223)
ANALYSIS
forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2017 08:15 AM
Final Approval	Veronica Ortiz	08/04/2017 11:53 AM
Form Started By: Katia Garcia		Started On: 08/01/2017 02:17 PM
Final Approval Date: 08/04/2017		

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: 08/08/17 Agenda Item: 60940

Summary of request/proposal:
CRIM DA (1100): Approval of the following personnel actions, effective 08/21/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Administrative Assistant II	0086	113	22,972.00	26,625.00	3,653.00
1100	Administrative Assistant II	0088	113	23,340.00	26,914.00	3,574.00
				46,312.00	53,539.00	7,227.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1100-412-00-080-002-0-	113	CRIM DA	REG F/T EMPLOYEES	$2,640.63
7-1100-412-00-080-002-0-	211	CRIM DA	HEALTH INSURANCE	$0.00
7-1100-412-00-080-002-0-	212	CRIM DA	LIFE INSURANCE	$0.00
7-1100-412-00-080-002-0-	220	CRIM DA	FICA	$202.01
7-1100-412-00-080-002-0-	230	CRIM DA	RETIREMENT	$302.88
7-1100-412-00-080-002-0-	250	CRIM DA	UNEMPLOYMENT COMP	$15.84
7-1100-412-00-080-002-0-	260	CRIM DA	WORKER'S COMP	$2.90
			2017 Budgetary Impact	$3,164.26

2018 Budgetary Impact $8,660.12

Possible Funding Sources: Funding undetermined.

Comments:

Hidalgo Co. Budget Office
2/3/2005

COUNTY OF HIDALGO

DEPARTMENT OF HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *Complete multiple personnel action form if department is requesting more than (3) personnel actions.*

Date: 08/01/2017 Current Slot No.: 0086 / 0144

Department Name: District Attorney's Office Current Position Title: Administrative Assistant I

Department No.: 080 -002 / 080 -007 Requested Position Title: Administrative Assistant II

REQUEST FOR: ☐ New Position ☐ Temporary Position* ☑ Position Reclassification ☐ Other _____

SALARY REQUEST:	$ 22,972.00	$ 26,625.00	$ 3,653.00
	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
SALARY REQUEST:	$ 2,028.00	$ 2,315.00	$ 287.00
	Current Budgeted Amount	Proposed Budgeted Amount	Net Change

TOTAL BUDGETARY IMPACT: $ 3,940.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

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

☐ Salary Adjustment ☑ Other Chapter 59 Funds

POSITION TYPE: ☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114

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

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

*** TEMPORARY POSITIONS:**

Start Date | End Date | Work Schedule | Hours per Week | No. of Weeks

Annual Salary _____ Hourly Rate _____

Step 1 Salary / 2,080 Hours Per Year = Hourly Rate

No. of Weeks x Hours per Week = Total Hours x Hourly Rate = Budgeted Salary

JUSTIFICATION FOR NEW POSITION / SALARY ADJUSTMENT: *(Explain why position or adjustment request is essential)*

Upon evaluation of the position, it was determined that the job duties and level of responsibities have increased significantly and are comparable to those of other Administative Assistants in the District Attorney's Office.

Department Head — Date: 08/01/2017

Department of Human Resources — Date: 8/04/2017

Department of Budget & Management — Date: 8/4/17

RECEIVED AUG 03 2017 HUMAN RESOURCES

HR Form: 028
Revised: 07/07/2017

COUNTY OF HIDALGO

DEPARTMENT OF HUMAN RESOURCES

RECLASSIFICATION ANALYSIS FORM

RECEIVED
AUG 03 2017
HUMAN RESOURCES

Employee Name: April Melchor

Department Name: District Attorney's Office

Current Position Title: Administrative Assistant I

Current Grade/Step: ____ / ____ Current Salary: $ 25,000.00

Proposed Position Title: Administrative Assistant II

Proposed Grade/Step: 6 / ____ Proposed Salary: $ 28,940.00

RECLASSIFICATION DEFINITION *– Policy Sections (3.23 and 6.28): Position reclassifications may be required when fundamental changes in the position duties have occurred over a period of time and are the result of required business changes, organizational restructuring or changes in a program or department mission. Reclassifications will only occur when a position's job responsibilities have changed significantly in level and/or scope over an extended period of time compared to the duties and responsibilities listed on the position job description. A reclassification request may or may not result in a change in salary grade until salary grades are established, a change in salary. (Amended March 6, 2008)*

1. WHAT INCREASE IN RESPONSIBILITY AND WHAT ADDITIONAL DUTIES HAVE BEEN ASSIGNED TO THE EOMPLOYEE?

Please list the new responsibilities/duties in the section below:

Make appointments for Investigators to meet with defendants, ensuring defendants keep appointments. Create JP complaints, filing of capias for rearrests, cross trained in all areas of Check Fraud/Bonds and Forfeiture division. Have become TLETs operators to run Criminal History checks.

2. EXPLAIN THE REASON IT BECAME NECESSARY TO INCREASE THE LEVEL OF RESPONSIBILITY AND THE NEED TO ASSIGN ADDITIONAL RESPONSIBILITIES/DUTIES TO THE EMPLOYEE.

Please describe clearly and in detail the reason for these changes:

In assessing the work load of the Check Fraud division, measures were identified that would help the office operate more efficiently.

COUNTY OF HIDALGO

DEPARTMENT OF HUMAN RESOURCES

3. FOR HOW LONG (WEEKS/MONTHS) HAS THE EMPLOYEE BEEN ASSIGNED THESE DUTIES? IS THIS A PERMANENT CHANGE TO THE EMPLOYEE'S JOB?

Please specify in detail below:

Over the course of two years the responsibilites began shifting due to the volume of caseload. However, for the past 6 months, the changes significantly increased and have now become permanent.

Supervisor's signature — Date: 08-01-17

Department Head signature — Date: 08/01/17

DEPARTMENT OF HUMAN RESOURCES ONLY:

FINDINGS:

RECOMMENDATIONS:

Human Resources Director — Date: 8/04/2017

HR Form: 033
Revised: 02/23/2017

COUNTY OF HIDALGO

DEPARTMENT OF HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *Complete multiple personnel action form if department is requesting more than (3) personnel actions.*

Date: 08/01/2017

Current Slot No.: 0088 /0143

Department Name: District Attorney's Office

Current Position Title: Adminstrative Assistant I

Department No.: 080 -002/080-007

Requested Position Title: Administrative Assistant II

REQUEST FOR: ☐ New Position ☐ Temporary Position* ☑ Position Reclassification ☐ Other _____

SALARY REQUEST:	$ 23,340.00 Current Budgeted Amount	$ 26,914.00 Proposed Budgeted Amount	$ 3,574.00 Net Change
SALARY REQUEST:	$ 1,660.00 Current Budgeted Amount	$ 2,026.00 Proposed Budgeted Amount	$ 366.00 Net Change

TOTAL BUDGETARY IMPACT: $ 3,940.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

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

☐ Salary Adjustment ☑ Other Chapter 59 Funds

POSITION TYPE: ☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114

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

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt

FLSA: ☐ Exempt ☑ Non-Exempt

* **TEMPORARY POSITIONS:**

Start Date | End Date | Work Schedule | Hours per Week | No. of Weeks

Annual Salary _____ Hourly Rate _____

Step 1 Salary / 2,080 Hours Per Year = Hourly Rate

No. of Weeks x Hours per Week = Total Hours x Hourly Rate = Budgeted Salary

JUSTIFICATION FOR NEW POSITION / SALARY ADJUSTMENT: *(Explain why position or adjustment request is essential)*

Upon evaluation of the position, it was determined that the job duties and level of responsibities have increased significantly and are comparable to those of other Administative Assistants in the District Attorney's Office.

Department Head — Date: 08/01/2017

Department of Human Resources — Date: 8/04/2017

Department of Budget & Management — Date: 8/4/17

RECEIVED AUG 03 2017 HUMAN RESOURCES

HR Form: 028
Revised: 07/07/2017

COUNTY OF HIDALGO

DEPARTMENT OF HUMAN RESOURCES

RECLASSIFICATION ANALYSIS FORM

RECEIVED
AUG 03 2017
HUMAN RESOURCES

Employee Name: Danika Saldana

Department Name: District Attorney's Office

Current Position Title: Administrative Assistant I

Current Grade/Step: ____ / ____ Current Salary: $ 25,000.00

Proposed Position Title: Administrative Assistant II

Proposed Grade/Step: 6 / ____ Proposed Salary: $ 28,940.00

RECLASSIFICATION DEFINITION *– Policy Sections (3.23 and 6.28): Position reclassifications may be required when fundamental changes in the position duties have occurred over a period of time and are the result of required business changes, organizational restructuring or changes in a program or department mission. Reclassifications will only occur when a position's job responsibilities have changed significantly in level and/or scope over an extended period of time compared to the duties and responsibilities listed on the position job description. A reclassification request may or may not result in a change in salary grade until salary grades are established, a change in salary. (Amended March 6, 2008)*

1. WHAT INCREASE IN RESPONSIBILITY AND WHAT ADDITIONAL DUTIES HAVE BEEN ASSIGNED TO THE EOMPLOYEE?

Please list the new responsibilities/duties in the section below:

Make appointments for Investigators to meet with defendants, ensuring defendants keep appointments. Create JP complaints, filing of capias for rearrests, cross trained in all areas of Check Fraud/Bonds and Forfeiture division. Have become TLETs operators to run Criminal History checks.

2. EXPLAIN THE REASON IT BECAME NECESSARY TO INCREASE THE LEVEL OF RESPONSIBILITY AND THE NEED TO ASSIGN ADDITIONAL RESPONSIBILITIES/DUTIES TO THE EMPLOYEE.

Please describe clearly and in detail the reason for these changes:

In assessing the work load of the Check Fraud division, measures were identified that would help the office operate more efficiently.

COUNTY OF HIDALGO

DEPARTMENT OF HUMAN RESOURCES

3. FOR HOW LONG (WEEKS/MONTHS) HAS THE EMPLOYEE BEEN ASSIGNED THESE DUTIES? IS THIS A PERMANENT CHANGE TO THE EMPLOYEE'S JOB?

Please specify in detail below:

Over the course of two years the responsibilites began shifting due to the volume of caseload. However, for the past 6 months, the changes significantly increased and have now become permanent.

Lisa R. Silva — Supervisor's signature — 08-01-17 — Date

Rosalinda Cantu — Department Head signature — 08/01/17 — Date

DEPARTMENT OF HUMAN RESOURCES ONLY:

FINDINGS:

RECOMMENDATIONS:

Human Resources Director — 8/04/2017 — Date

HR Form: 033
Revised: 02/23/2017

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: 08/08/17 Agenda Item: 60940

Summary of request/proposal:
DA INVESTIGATION HB65 (1223): Approval of the following personnel actions, effective 08/21/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	Administrative Assistant II	0144	113	2,028.00	2,315.00	287.00
1223	Administrative Assistant II	0143	113	1,660.00	2,026.00	366.00
				3,688.00	4,341.00	653.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1223-412-00-080-007-0-	113	DA INVESTIGATION HB 65	REG F/T EMPLOYEES	$238.60
7-1223-412-00-080-007-0-	211	DA INVESTIGATION HB 65	HEALTH INSURANCE	$0.00
7-1223-412-00-080-007-0-	212	DA INVESTIGATION HB 65	LIFE INSURANCE	$0.00
7-1223-412-00-080-007-0-	220	DA INVESTIGATION HB 65	FICA	$18.25
7-1223-412-00-080-007-0-	230	DA INVESTIGATION HB 65	RETIREMENT	$27.37
7-1223-412-00-080-007-0-	250	DA INVESTIGATION HB 65	UNEMPLOYMENT COMP	$1.43
7-1223-412-00-080-007-0-	260	DA INVESTIGATION HB 65	WORKER'S COMP	$0.26
			2017 Budgetary Impact	$285.91

2018 Budgetary Impact $782.49

Possible Funding Sources: Funding available withing department's budget.

Comments:

Hidalgo Co. Budget Office
2/3/2005

District Attorney

Salaries Analysis Worksheet

8/4/2017

Acct No: 7-1223-412-00-080-007-0-XXX DA INVESTIGATION HB65

BUDGETED

Object Code	Acct. Description	2017 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
113	Reg F/T Employees	$1,161,907.00	$44,688.73	11.5	$513,920.40	$572,683.54	$58,763.14
220	FICA	$89,992.40	$3,461.25	11.5	$39,804.33	$46,369.63	$6,565.30
230	Retirement	$134,929.78	$5,189.61	11.5	$59,680.48	$67,976.58	$8,296.10
250	Unemployment	$7,058.23	$271.47	11.5	$3,121.91	$4,705.90	$1,583.99
260	Workers Comp	$3,104.00	$119.38	11.5	$1,372.92	$2,055.20	$682.28
TOTAL		$1,396,991.41	$53,730.44	-	$617,900.05	$693,790.85	$75,890.80

*Expenditures based on budgeted.

Health Ins = 24 pay periods (twice a month)

All others = 26 pay periods

COUNTY OF HIDALGO
DEPARTMENT OF HUMAN RESOURCES

RECLASSIFICATION COMMITTEE RECOMMENDATION FORM

Department Name: District Attorney Date: 08/07/2017

Department No.: 080 Program No.: 002 & 007

CURRENT / PROPOSED:

Current Job Title:

Classification / Position Title	Slot No.	Pay Grade	Salary
Administrative Assistant I	0088 & 0143	G04/S01	$ 25,000.00

Requested Job Title:

Classification / Position Title	Slot No.	Pay Grade	Salary
Administrative Assistant II	0088 & 0143	G06/S01	$ 28,940.00

COMMITTEE RECOMMENDATION:

Classification / Position Title	Pay Grade	Salary
Administrative Assistant II	G06/S01	$ 28,940.00

Comments:

Departments were not allowed personnel adjustment requests for the 2018 Budget Process.

SIGNATURES:

Human Resources Representative — Date: 8/04/2017

County Treasurer Representative — Date: 08/07/17

Budget & Management Representative — Date: 8/7/17

HR Form: 046
Revised: 08/03/2017

COUNTY OF HIDALGO

DEPARTMENT OF HUMAN RESOURCES

RECLASSIFICATION COMMITTEE RECOMMENDATION FORM

Department Name: District Attorney Date: 08/07/2017

Department No.: 080 Program No.: 002 & 007

CURRENT / PROPOSED:

Current Job Title:

Classification / Position Title	Slot No.	Pay Grade	Salary
Administrative Assistant I	0086 & 0144	G04/S01	$ 25,000.00

Requested Job Title:

Classification / Position Title	Slot No.	Pay Grade	Salary
Administrative Assistant II	0086 & 0144	G06/S01	$ 28,940.00

COMMITTEE RECOMMENDATION:

Classification / Position Title	Pay Grade	Salary
Administrative Assistant II	G06/S01	$ 28,940.00

Comments:

Departments were not allowed personnel adjustment requests for the 2018 Budget Process.

SIGNATURES:

Human Resources Representative — Date: 8/04/2017

County Treasurer Representative — Date: 08/07/17

Budget & Management Representative — Date: 8/7/17

HR Form: 046
Revised: 08/03/2017

AI-60994 **Human Resources** **14. F.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Katia Garcia, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

District Attorney - DA Investigation HB65 (1223):
Approval of the following personnel actions, effective next full pay period of 8/21/17:

Action	Dept./Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Net Change
Salary Adjustment/ Decrease	080-002	0051	Assistant District Attorney III	$50,236.00	$50,236.00	$0.00
	080-016	0006		$13,727.00	$13,727.00	$0.00
	080-007	0168		$1,442.00	$0.00	($1,442.00)
Salary Adjustment/ Increase	080-002	0009	Assistant District Attorney III	$52,349.00	$52,349.00	$0.00
	080-007	0062		$11,614.00	$13,056.00	$1,442.00

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1223-412-00-080-007-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Fiscal Note

PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2017 08:34 AM
Final Approval	Veronica Ortiz	08/04/2017 11:58 AM
Form Started By: Katia Garcia		Started On: 08/03/2017 11:13 AM
Final Approval Date: 08/04/2017		

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: 08/08/17 Agenda Item: 60940

Summary of request/proposal:
DA INVESTIGATION HB65 (1223): Approval of the following personnel actions, effective 08/21/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	Assistant District Attorney III	0168	113	1,442.00	0.00	(1,442.00)
1223	Assistant District Attorney III	0062	113	11,614.00	13,056.00	1,442.00
				13,056.00	13,056.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
7-1223-412-00-080-007-0-	113	DA INVESTIGATION HB 65	REG F/T EMPLOYEES	$0.00
7-1223-412-00-080-007-0-	211	DA INVESTIGATION HB 65	HEALTH INSURANCE	$0.00
7-1223-412-00-080-007-0-	212	DA INVESTIGATION HB 65	LIFE INSURANCE	$0.00
7-1223-412-00-080-007-0-	220	DA INVESTIGATION HB 65	FICA	$0.00
7-1223-412-00-080-007-0-	230	DA INVESTIGATION HB 65	RETIREMENT	$0.00
7-1223-412-00-080-007-0-	250	DA INVESTIGATION HB 65	UNEMPLOYMENT COMP	$0.00
7-1223-412-00-080-007-0-	260	DA INVESTIGATION HB 65	WORKER'S COMP	$0.00
			2017 Budgetary Impact	$0.00

2018 Budgetary Impact $0.00

Possible Funding Sources: No budgetary impact.

Comments:

Hidalgo Co. Budget Office
2/3/2005

COUNTY OF HIDALGO

DEPARTMENT OF HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *Complete multiple personnel action form if department is requesting more than (3) personnel actions.*

Date: 08/03/2017 Current Slot No.: 168

Department Name: District Attorney's Office Current Position Title: Assistant District Attorney III

Department No.: 080-007 Requested Position Title: _____

REQUEST FOR: ☐ New Position ☐ Temporary Position* ☐ Position Reclassification ☑ Other delete salary allocation

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
SALARY REQUEST:	$ 1,442.00	$ 0.00	-$ 1,442.00
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: -$ 1,442.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

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

☐ Salary Adjustment ☑ Other Chapter 59

POSITION TYPE: ☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114

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

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☑ Exempt ☐ Non-Exempt

* **TEMPORARY POSITIONS:**

Start Date _____ End Date _____ Work Schedule _____ Hours per Week _____ No. of Weeks _____

Annual Salary _____ Hourly Rate _____
Step 1 Salary / 2,080 Hours Per Year = Hourly Rate

No. of Weeks _____ x Hours per Week _____ = Total Hours _____ x Hourly Rate _____ = Budgeted Salary _____

JUSTIFICATION FOR NEW POSITION / SALARY ADJUSTMENT: *(Explain why position or adjustment request is essential)*

Deleting salary allocation from vacant slot to fund slot 080-007-168. 0062 KG

Department Head — Date 08/03/17

Department of Human Resources — Date 8/04/2017

Department of Budget & Management — Date 8/4/17

RECEIVED AUG 03 2017 HUMAN RESOURCES

HR Form: 028
Revised: 07/07/2017

COUNTY OF HIDALGO

DEPARTMENT OF HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *Complete multiple personnel action form if department is requesting more than (3) personnel actions.*

Date: 08/03/2017 Current Slot No.: 062

Department Name: District Attorney's Office Current Position Title: Assistant District Attorney III

Department No.: 080-007 Requested Position Title: Assistant District Attorney III

REQUEST FOR: ☐ New Position ☐ Temporary Position* ☐ Position Reclassification ☑ Other Salary Increase

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
SALARY REQUEST:	$ 11,614.00	$ 13,056.00	$ 1,442.00
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: $ 1,442.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

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

☐ Salary Adjustment ☑ Other Chapter 59

POSITION TYPE: ☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114

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

CIVIL SERVICE: ☑ Exempt ☐ Non-Exempt **FLSA:** ☑ Exempt ☐ Non-Exempt

*** TEMPORARY POSITIONS:**

Start Date | End Date | Work Schedule | Hours per Week | No. of Weeks

Annual Salary _____ Hourly Rate _____

Step 1 Salary / 2,080 Hours Per Year = Hourly Rate

No. of Weeks x Hours per Week = Total Hours x Hourly Rate = Budgeted Salary

JUSTIFICATION FOR NEW POSITION / SALARY ADJUSTMENT: *(Explain why position or adjustment request is essential)*

Salary commensurate with current duties and responsibilities.

Department Head — Date 08/03/17

Department of Human Resources — Date 8/04/2017

Department of Budget & Management — Date 8/4/17

RECEIVED AUG 03 2017 HUMAN RESOURCES

HR Form: 028
Revised: 07/07/2017

AI-61005 **Human Resources** **14. G.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Katia Garcia, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff Investigation HB 65 (1227):
Approval of the following personnel action, effective next full pay period of 8/21/17:

Action	Dept/Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Create	280-005	0003	Senior Deputy Sheriff Step I	$0.00	$49,822.00

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1227-421-00-280-005-0-XXX

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

BUDGETARY IMPACT:

Funding available pending CC approval of intradepartmental transfer (AI-61020) and within department's budget.

Attachments

Fiscal Note
Salary Analysis
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2017 04:36 PM
Final Approval	Veronica Ortiz	08/04/2017 01:56 PM
Form Started By: Katia Garcia		Started On: 08/03/2017 02:23 PM
Final Approval Date: 08/04/2017		

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: 08/08/17 Agenda Item: 61005

Summary of request/proposal:
SHERIFF INVESTIGATION HB65 (1227): Approval of the following personnel actions, effective 08/21/17:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1227	Senior Deputy Sheriff Step I	0003	113	0.00	49,822.00	49,822.00
				0.00	49,822.00	49,822.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
7-1227-421-00-280-005-0-	113	SHERIFF INVESTIGATION HB 65 REG F/T EMPLOYEES	$18,204.19
7-1227-421-00-280-005-0-	211	SHERIFF INVESTIGATION HB 65 HEALTH INSURANCE	$2,301.92
7-1227-421-00-280-005-0-	212	SHERIFF INVESTIGATION HB 65 LIFE INSURANCE	$15.92
7-1227-421-00-280-005-0-	220	SHERIFF INVESTIGATION HB 65 FICA	$1,392.62
7-1227-421-00-280-005-0-	230	SHERIFF INVESTIGATION HB 65 RETIREMENT	$2,088.02
7-1227-421-00-280-005-0-	250	SHERIFF INVESTIGATION HB 65 UNEMPLOYMENT COMP	$109.23
7-1227-421-00-280-005-0-	260	SHERIFF INVESTIGATION HB 65 WORKER'S COMP	$567.97
		2017 Budgetary Impact	$24,679.87

2018 Budgetary Impact $67,544.90

Possible Funding Sources: Funding available pending CC approval of intradepartmental transfer (AI-61020) and within department's budget.

Comments:

Hidalgo Co. Budget Office
2/3/2005

Sheriff's Dept.

Salaries Analysis Worksheet

8/4/2017

Acct No: 7-1227-421-00-280-005-0-XXX SHERIFF INVESTIGATION HB 65

BUDGETED							
Object Code	Acct. Description	2017 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
211	Health	$12,600.00	$525.00	9.0	$4,725.00	$7,875.00	$3,150.00
212	Life	$87.12	$7.26	5.0	$36.30	$58.48	$22.18
TOTAL		$12,687.12	$532.26	-	$4,761.30	$7,933.48	$3,172.18

*Expenditures based on budgeted.

Please note:

Health Ins = 24 pay periods (twice a month)

Life Ins = 12 pay periods (once a month)

Pct 4 R&B Accounts

Salaries Analysis Worksheet

9/8/2016

Acct No: 6-1200-431-00-124-007-0 Pct 4 Rd Maint

BUDGETED

Object Code	Acct. Description	2016 Total Budgeted Salary	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability
113	Regular Full-Time	$2,414,947.00	$92,882.58	9.5	$882,384.48	$1,032,843.29	$150,458.81
114	Regular Part-Time	$0.00	$0.00	0.0	$0.00	$24,714.65	$24,714.65
115	Longevity	$26,121.56	$1,088.40	7.0	$7,618.79	$9,778.47	$2,159.68
117	Supplemental	$5,500.00	$211.54	9.5	$2,009.62	($1,185.46)	($3,195.08)
211	Health	$391,250.07	$16,302.09	7.0	$114,114.60	$157,015.15	$42,900.55
212	Life	$2,382.52	$198.54	4.0	$794.17	$1,057.30	$263.13
220	FICA	$187,162.53	$7,198.56	9.5	$68,386.31	$85,676.49	$17,290.18
230	Retirement	$275,239.01	$10,586.12	9.5	$100,568.10	$103,085.70	$2,517.60
250	Unemployment	$14,679.41	$564.59	9.5	$5,363.63	$7,772.48	$2,408.85
260	Workers Comp	$96,022.00	$3,693.15	9.5	$35,084.96	$50,268.95	$15,183.99
TOTAL		$3,413,304.10	$132,725.56	-	$1,216,324.66	$1,471,027.02	$254,702.36

*Expenditures based on budgeted.

ACTUAL

Object Code	Acct. Description	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability	
113	Regular Full-Time	$82,025.49	9.5	$779,242.16	$1,032,843.29	$253,601.14	
114	Regular Part-Time	$0.00	0.0	$0.00	$24,714.65	$24,714.65	*P/T position was mc
115	Longevity	$1,054.77	7.0	$7,383.39	$9,778.47	$2,395.08	
117	Supplemental	$105.77	9.5	$1,004.82	($1,185.46)	($2,190.28)	
211	Health	$15,789.33	7.0	$110,525.31	$157,015.15	$46,489.84	
212	Life	$170.61	4.0	$682.44	$1,057.30	$374.86	
220	FICA	$6,114.64	9.5	$58,089.08	$85,676.49	$27,587.41	
230	Retirement	$9,352.13	9.5	$88,845.24	$103,085.70	$14,240.47	
250	Unemployment	$415.69	9.5	$3,949.06	$7,772.48	$3,823.43	
260	Workers Comp	$3,167.14	9.5	$30,087.83	$50,268.95	$20,181.12	
TOTAL		$118,195.57	-	$1,079,809.31	$1,471,027.02	$391,217.71	

*Calculations based on actual expenditures.

Please note:

Longevity pay & Health Ins = 24 pay periods (twice a month)
Life Ins = 12 pay periods (once a month)
All others = 26 pay periods

COUNTY OF HIDALGO

DEPARTMENT OF HUMAN RESOURCES

PERSONNEL ADJUSTMENT REQUEST FORM

NOTE: *Complete multiple personnel action form if department is requesting more than (3) personnel actions.*

Date: 07/31/2017

Current Slot No.: 0003

Department Name: Sheriff's Office

Current Position Title:

Department No.: 280

Requested Position Title: SENIOR DEPUTY SHERIFF STEP 1

REQUEST FOR: ☑ New Position ☐ Temporary Position* ☐ Position Reclassification ☐ Other

	Current Budgeted Amount	Proposed Budgeted Amount	Net Change
SALARY REQUEST:	$ 0.00	$ 49,822.00	$ 49,822.00
SALARY REQUEST:			$ 0.00

TOTAL BUDGETARY IMPACT: $ 49,822.00

POSITION TO BE FUNDED FROM ONE OF THE FOLLOWING:

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

☐ Salary Adjustment ☑ Other FUNDS ACCOUNT #7-1227-421-00-280-005-0-

POSITION TYPE: ☑ Full Time Regular Object Code 113 ☐ Part Time Regular Object Code 114

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

CIVIL SERVICE: ☐ Exempt ☑ Non-Exempt **FLSA:** ☐ Exempt ☑ Non-Exempt

*** TEMPORARY POSITIONS:**

Start Date | End Date | Work Schedule | Hours per Week | No. of Weeks

Annual Salary ____ Hourly Rate ____

Step 1 Salary / 2,080 Hours Per Year = Hourly Rate

No. of Weeks x Hours per Week = Total Hours x Hourly Rate = Budgeted Salary

JUSTIFICATION FOR NEW POSITION / SALARY ADJUSTMENT: *(Explain why position or adjustment request is essential)*

Officer will be assigned to the FBI office to conduct complex financial crime investigations thru which forfeiture of property and monies should be realized benefitting the Hidalgo County Sheriff's Office and the County of Hidalgo.

Department Head — Date 08/03/17

Department of Human Resources — Date 8/04/2017

Department of Budget & Management — Date 8/4/17

RECEIVED AUG 04 2017 HUMAN RESOURCES

HR Form: 028
Revised: 07/07/2017

AI-60931 **Urban County** **15. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to change Activity 01 Classification Code (Acquisition) to Activity 03J (Water/Sewer Improvements) and revise descriptions on FY 2017 One Year Action Plan Approved by Commissioners' Court on July 25, 2017.

BACKGROUND

As per guidance received from the San Antonio CPD Office, the change to the activity classification code and the description to complete project in phases is necessary in order to upload our One Year Action Plan into the Econ Planning Suite. (HUD Software)

Fiscal Impact

Attachments

Annual Action Plan

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2017 03:31 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Sandra Regalado Started On: 08/01/2017 09:23 AM

Final Approval Date: 08/04/2017

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

Total Allocations:
CDBG: $7,153,530.00
CDBG PI: $37,467.00
HOME: $1,588,893.00
HOME PI: $100,000.00
ESG: $650,566.00
Total: $9,530,456.00

2017 ANNUAL ACTION PLAN
FINAL PROJECT NARRATIVES

2017	ALAMO	$248,834.00
03J **Cat. Excluded** **Not Subj. to** **58.36 (b)(7)**	**WATER/SEWER IMPROVEMENTS** Project consists of the installation of approximately 4,600 linear feet of 8" pvc waterlines to Regency Acres S/D, to include but not limited to water valves, fire hydrants, the re-connection of all existing meters and any incidental cuts and replacement of existing asphalt. Project will also include but not limited to adjacent/abutting alleys/streets within the same general vicinity. Other expenditures include professional engineering services, surveying, geotechnical and material testing fees, and all related appurtenances, etc. Location: Regency Acres S/D (NE corner of Alamo Rd. and Rancho Blanco Rd.), Alamo, TX 78516 Census Data: 220.03 (4) National Objective: 69.13% LMA Goal Outcome Indicator: 2,915 Beneficiary Type: People	**$218,834.00**
05 **Exempt** **58.34 (a)(4)**	**OTHER PUBLIC SERVICES** **– BOYS & GIRLS CLUB OF ALAMO, INC.** Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits, and mileage for staff providing direct services such as unit director, coordinators, recreational leaders etc. Will also include the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age. Activities include sports programs, fitness, arts/crafts, health and life skills to develop character and leadership skills. Services will be provided during and after school. Services offered will be for residents within the City of Alamo. Location: 501 N. 13th Street, Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 100 Beneficiary Type: People	**$30,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	ALTON	$248,834.00
19F **Exempt** **58.34 (a)(11)**	**PLANNED REPAYMENTS OF SECTION 108 LOANS** Funds will be utilized to make payment on a Section 108 loan for a multi-purpose community facility with community services. Location: 349 West Dawes Ave.; Alton, TX 78573	**$248,834.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	DONNA	$248,834.00
03K Environmental Assessment 58.36	**STREET IMPROVEMENTS** Project consists of the reconstruction of South Avenue, to include but not limited to adjacent and abutting streets within the same general vicinity. Project will also include advertisements, professional service fees, geotechnical and material testing fees, and all related appurtenances, etc. Location: South Avenue, (from Hutto Road to 11th Street), Donna, TX 78537 Census Data: 0221.05 (1) 0221.06 (01) National Objective: 64% LMA Goal Outcome Indicator: 1 Beneficiary Type: 3765 Beneficiaries	**$248,834.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	EDCOUCH	$248,834.00
03F Environmental Assessment 58.36	**PARKS, RECREATIONAL FACILITIES** Project consists of matching funds for a Texas Park and Wildlife Department application, for the development of the Edcouch Municipal/School Park. The park will include but not limited to the purchase and installation of playground structures, construction of multipurpose trails, forestation and native plants landscaping, splash pad, picnic shelters, parking lot, community garden, exercise stations, and a mini soccer field. Project will also include expenses for advertisements, professional service fees, material testing fees, and all related appurtenances, etc. Locations: Edcouch Municipal/School Park: 301 FM 1015, Edcouch, TX 78538 Census Data: #22528 National Objective: 66.25 % LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$248,834.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

	ELSA	$248,834.00
21A **Exempt** **58.34 (a)(3)**	GENERAL PROGRAM ADMINISTRATION Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 102 South Diana St., Elsa, TX 78543	**$3,000.00**
03K **Cat. Subj. to** **58.5(a) (1)**	STREET IMPROVEMENTS Project consists of the reconstruction/overlay of streets and valley gutters, to include but not limited to adjacent and abutting streets within the same general vicinity. Project will also include expenses for professional engineering services, surveying, geotechnical/construction material testing fees, and all related appurtenances, etc. Location: 1.) Benito Alaniz (16th St. to Mile 17 ½ St.); 2.) 16th St. (FM 88 to Benito Alaniz); 3.) Mile 17 ½ Road (Benito Alaniz to FM 88) and (E. FM 88 to Begonia St.); 4.) E. Magnolia, Elsa, TX 78543 Census Data: 244.03 (1-2) National Objective: 69% LMA Goal Outcome Indicator: 4,845 Beneficiary Type: People	**$146,975.00**
03O **Cat. Subj. to** **58.5(a) (1)**	**FIRE STATIONS/EQUIPMENT** Project consists of the purchase of firefighting equipment for the fire suppressions team such as, but not limited to, bunker gear, infrared thermal camera, jaws of life and breathing apparatus. Location: 216 E. 4th St., Elsa, TX 78543 Census Data: Place #24036 National Objective: 69.77% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$78,859.00**
05W **Exempt** **58.34 (a)(4)**	**FOOD BANKS – RGV Food Bank** Project expenditures include the reimbursement of expenses for purchase of food distributed by the Elsa Housing Food Pantry to residents of the City of Elsa. Location: 306 West 3rd Avenue, Elsa TX 78543 National Objective: LMC Goal Outcome Indicator: 180 Beneficiary Type: People	**$10,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES - Amigos del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years or older) residents within the City of Elsa. Location: 505 N. Hidalgo Street, Elsa, Texas 78543 National Objective: LMC Goal Outcome Indicator: 5 Beneficiary Type: People	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	ELSA	Continued
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory and sub-specialty referrals for the low income and uninsured residents of Delta Area and students enrolled in the Edcouch-Elsa ISD. Location: 1200 E. Santa Rosa, Edcouch, TX 78538 National Objective: LMC Goal Outcome Indicator: 35 Beneficiary Type: People	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	GRANJENO	**$248,834.00** **+$250,000.00** **$498,834.00** *(Loan payment to City of Granjeno)*
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 6603 S. FM 494 Granjeno, TX 78572	**$3,000.00**
03F **Cat. Excluded Not Subj To:** **58.35 (b)(7)**	PARKS, RECREATIONAL FACILITIES Project consists of the continued* development and construction of Granjeno Park - Phase III to include items not completed in Phase I & Phase II such as the reconstruction of the parking lot area, sidewalks to meet ADA Compliance, fencing around the perimeter of the park, a Veterans Memorial area to include flag poles, benches and memorial plaque, exercise equipment, and shade areas. Project will also include advertisements, professional service fees, material testing fees, and all related appurtenances, etc. Previously environmentally cleared in FY 2014. Location: Granjeno Park: 6607 South FM 494 Granjeno TX, 78572 Census Data: 213.01 (03) PLACE #: 30608 National Objective: 74% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$245,834.00** **+$250,000.00** **$495,834.00** **(Precinct No. 1 Loan Payment #2)**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	HIDALGO	$248,834.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 704 E. Texano Drive, Hidalgo TX 78557	**$3,000.00**
03F **Cat. Excluded Not Subj To:** **58.35 (b)(7)**	**PARKS, RECREATIONAL FACILITIES** Project consists of the continuation for the rehabilitation and expansion of the bathroom/concession stand facility, purchase and installation of park equipment and installation of conventional lighting throughout the park perimeter. Project will also include but not limited to professional engineering services, geo-technical and material testing fees, and all related appurtenances, etc. Previously environmentally cleared in FY 2016. Location: Valle Alto Park: 301 McColl Road, Hidalgo, TX 78557 Census Data: 213.05 (03) National Objective: 63.25% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$245,834.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	LA JOYA	$248,834.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 101 N. Leo Avenue, La Joya, TX 78560	**$3,000.00**
03K **Cat. Excluded Subj. To:** **58.35 (a)(1)**	**STREET IMPROVEMENTS** Project consists of funding for the paving (overlay) of streets to include but not limited to adjacent/abutting streets within the same general vicinity, such as professional engineering services, geotechnical and material testing fees, and all related appurtenances, etc. Location: 1st, 2nd, 3rd, 4th, and 5th Streets (From Alex Avenue to Leo Avenue), Garza Street (from Expressway 83 to 8th Street), and King Street (from Expressway 83 to 6th Street), La Joya, TX 78560 Census Data: 0242.05 (03) National Objective: 60.92% LMA Goal Outcome Indicator: 1740 Beneficiary Type: People	**$ 163,975.00**
03O **Cat Excluded Not Subj. to:** **58.35 (b)(3)**	**FIRE STATIONS/EQUIPMENT** Funds will be utilized for the purchase of fire protection equipment including but not limited to SCBA's (Self Contained Breathing Apparatus) and Base Radios for Fire Units. Location: 625 E. Expressway 83, La Joya, TX 78560 Census Data: Place# 40384 National Objective: 56% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$20,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES - La Joya Senior Center** Project expenditures include salary reimbursement for senior service employees including but not limited to a Van Driver, Kitchen Aide, Center Aide I, Center Aide II, and swimming instructor for services provided to the elderly 62 years of age or older. Services will include water aerobics instruction to enhance physical activity. Location: 920 South Leo Ave, La Joya, TX 78560 National Objective: LMC Goal Outcome Indicator: 100 Beneficiary Type: People	**$35,000.00**
05 **Exempt** **58.34 (a)(4)**	**OTHER PUBLIC SERVICES - Youth Center** Project expenditures include reimbursement of salaries for direct services provided by the director and staff. Purchase of equipment to include but not limited to baseball, soccer, cheer, dance, after school mentorship, swimming lessons, football, arts, and a craft instruction course benefiting the youth 4-18 years of age within the community of La Joya. Location: 604 Salomon Chapa, La Joya, TX 78560 National Objective: LMC Goal Outcome Indicator: 100 Beneficiary Type: People	**$26,859.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	**LA VILLA**	**$ 0.00**
	NO WORKPLAN SUBMITTED **Funds will be forfeited to Precinct No. 1**	

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	MERCEDES	$248,834.00
21A **Exempt** **58.34 (a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 400 S. Ohio Ave., Mercedes, TX 78570	**$1,800.00**
03K **Exempt** **58.34 (a)(11)**	**STREET IMPROVEMENTS** – Pre-award Agreement (Bond Payment) Project consists of a Pre-award Agreement Bond payment. Location: 400 S. Ohio Ave., Mercedes, TX 78570 Census Data: Place# 47700 National Objective: 63.57% LMA Goal Outcome Indicator: 15,370 Beneficiary Type: People	**$143,266.00**
03O **Cat. Excl.** **Not Subj. to:** **58.35 (b)(3)**	**FIRE STATIONS/EQUIPMENT** Project consists of the purchase of firefighting equipment for the fire suppressions team such as, but not limited to, 14-15 thermal imagers and accessories. Location: 105 North Ohio Ave., Mercedes, TX 78570 Census Data: : Place# 47700 National Objective: 63.57% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$20,000.00**
03F **Cat. Excl.** **Not Subj. to:** **58.35 (b)(7)**	**PARKS, RECREATIONAL FACILITIES** Project consists of the purchase and installation of park equipment to include but not limited to swings, slides, picnic tables and playscape(s) and all related appurtenances, etc. Location: City of Mercedes Sports Complex Park: 1212 North Vermont Ave. Mercedes, TX 78570 Census Data: 231.02 (3), 231.04 (2-3) National Objective: 71% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$31,409.00**
05 **Cat. Excl.** **Not Subj. to:** **58.35 (b)(3)**	**OTHER PUBLIC SERVICES - Library** Project consists of the purchase of equipment, furnishings and/or supplies for the library to assist with providing services. Location: 410 S. Ohio Street, Mercedes, TX 78570 Census Data: : Place# 47700 National Objective: 63.57% LMA Goal Outcome Indicator: 15,370 Beneficiary Type: People	**$16,859.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	MERCEDES	Continued
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES - Amigos Del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years or older) residents within the City of Mercedes. Location: Senior Center – 332 E. 5th Street, Mercedes, TX 78570 National Objective: LMC Goal Outcome Indicator: 12 Beneficiary Type: People	**$10,000.00**
05N **Exempt** **58.34 (a)(4)**	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc. who provide direct services to the youth of the City of Mercedes. Location: 525 W. Wisconsin Rd., Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 20 Beneficiary Type: People	**$5,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, for the low income and uninsured residents of the Mercedes area. Location: 1500 First Street, Mercedes, TX 78570 National Objective: LMC Goal Outcome Indicator: 100 Beneficiary Type: People	**$13,000.00**
05A **Exempt** **58.34(a)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older) chronically and terminally ill or disabled within the City of Mercedes. Location: 840 W. Austin Ave., Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 18 Beneficiary Type: People	**$7,500.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	**PALMHURST**	**$0.00**
	NO WORKPLAN SUBMITTED **Funds will be forfeited to Precinct No. 3 for Street Improvements.**	

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PALMVIEW	**$248,834.00** **+$37,467.00** **$286,301.00** *(Program Income)*
21A **Exempt** **58.34 (a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 400 W. Veterans Blvd., Palmview, TX 78572	**$3,000.00**
03F **Cat. Excl.** **Not Subj. to:** **58.35 (b)(7)**	**PFI-PARKS, RECREATIONAL FACILITY IMPROVEMENTS** Project consists of Phase II for the complete development of Showers Park, to include but not limited to the purchase and installation of park playground equipment, slides, swings and related recreational equipment. The construction of a walking/running trail, small basketball pavilion, bathroom facilities, sidewalks, small BBQ pit areas with covered benches and table combos, parking lot area, lighting, irrigation system, landscaping, and add a new splash pad area. Other expenditures will include professional engineering services, geotechnical and material testing fees, and all related appurtenances, etc. Project is already environmentally cleared in FY 2014. Location: 215 Showers Road, Palmview, TX 78572 Census Data: 242.05 (01) National Objective: 67% LMA% Goal Outcome Indicator: 3355 Beneficiary Type: People	**$245,834.00** **+$37,467.00** **283,301.00** *Amount Includes Program Income from the Youth Center.*

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PEÑITAS	$248,834.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 1111 Main St., Penitas, TX 78576	**$3,000.00**
03K **Environmental Assessment** **58.36**	**STREET IMPROVEMENTS** Project consists of the reconstruction of the intersection of Tom Gill Road (from Highway 83 to Diamond Avenue), to include but not limited to drainage and all related appurtenances. Project will also include improvements if needed, to adjacent/abutting streets within the same general vicinity. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Location: Tom Gill Road (from US Hwy 83 to Diamond Avenue), Peñitas, TX 78576 Census Data: PLACE: 56696 National Objective: 54.61% LMA Goal Outcome Indicator: 4120 Beneficiary Type: People	**$240,834.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, for the low income and uninsured residents of Peñitas area. Location: 611 N. Bryan Road, Mission, TX 78572 National Objective: 61% LMA Goal Outcome Indicator: 25 Beneficiary Type: People	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PROGRESO	$248,834.00
03K Environmental Assessment 58.36	**STREET IMPROVEMENTS** Project consists of Phase 1 of the reconstruction of Malone Street, to include but not limited to drainage and adjacent/abutting streets within the same general vicinity. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, all related appurtenances, etc. Location: Malone Street (1015 to Mills St.) , Progreso, TX 78579 Census Data: 228.00 (2 & 4) National Objective: 70% LMA Goal Outcome Indicator: 4,185 Beneficiary Type: People	**$223,834.00**
03O Cat. Excl. Not Subj. to: 58.35 (b)(3)	**FIRE STATIONS/EQUIPMENT** Project consists of the purchase of firefighting equipment for the volunteer fire department such as, but not limited to, bunker gear, hoses, jaws of life and SCBA packs. Location: 810 N. Business FM 1015, Progreso, TX 78579 Census Data: Place# 59636 National Objective: 73.33% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$25,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	**PROGRESO LAKES**	**$0.00**
	NO WORKPLAN SUBMITTED **Funds will be forfeited to Precinct No. 1 for Street Improvements**	

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	SAN JUAN	$276,051.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 709 S Nebraska Ave., San Juan, TX 78589	**$3,000.00**
03K **Environmental Assessment** **58.36**	**STREET IMPROVEMENTS** Project consists of the reconstruction of several streets to include but not limited to adjacent/abutting streets within the same general vicinity and all related appurtenances. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Locations: 12th Street (from Veterans Blvd. to Miguel Hidalgo), 13th Street (from Veterans Blvd. to Coil Dr.), Miguel Hidalgo Street (From 13th St., to end of road), Doe Street (From 13th Street to end of road), and Coil Dr. (from 13th Street to end of road), San Juan, TX 78589 Census Data: 0220.01 (01) National Objective: 61.25% LMA Goal Outcome Indicator: 1845 Beneficiary Type: People	**$244,051.00**
05A **Exempt** **58.34(a)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older) chronically and terminally ill or disabled within the City of San Juan. Location: 840 W. Austin Ave., Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 12 Beneficiary Type: People	**$4,000.00**
05A **Exempt** **58.34(a)(4)**	**SENIOR SERVICES – Amigos Del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the city of San Juan. Nutritional Health Education will be a new service provided by staff. Location: Nutrition Center/Senior Center – 600 W. 1st Street, San Juan, TX 78589 National Objective: LMC Goal Outcome Indicator: 12 Beneficiary Type: People	**$7,500.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	SAN JUAN	Continued
05 **Exempt** **58.34(a)(4)**	**OTHER PUBLIC SERVICES – Boys and Girls Club of Alamo / San Juan** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits of staff providing direct services to the youth 4-18 years of age and the purchase of minor recreational equipment/supplies for program activities. Location: Alamo Unit – 501 N. 13th Street, Alamo, TX 78516 and Sorensen Elementary – 715 South Standard, San Juan, TX 78589 National Objective: LMC Goal Outcome Indicator: 22 Beneficiary Type: People	**$7,500.00**
05N **Exempt** **58.34(a)(4)**	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – CASA of Hidalgo County** Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits and mileage for staff (Case Supervisor, Case Manager, etc) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings. County Wide Project. Location: 1001 S. 10th Avenue, Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 50 Beneficiary Type: People	**$5,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, for the low income and uninsured residents of the San Juan area. Location: 801 W. 1st St., San Juan, TX 78589 National Objective: LMC Goal Outcome Indicator: 40 Beneficiary Type: People	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	SULLIVAN CITY	$248,834.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements included but not limited to advertisements, postings, coordinating project activities and related eligible activities. Location: City Hall 500 Cenizo Avenue, Sullivan City, Texas 78595	**$3,000.00**
03I **Environmental Assessment** **58.36**	**FLOOD DRAINAGE IMPROVEMENTS** Project consists of the construction of a swale/bar ditch and valley gutters, to include but not limited to the installation of driveway culvert pipes, safety ends, related street resurfacing improvements and replacement of existing driveways up to property line. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Location: El Faro Road (from Expressway 83 to 4th Street), Sullivan City, TX 78595 Census Data: 0242.01 (03) National Objective: 78.59% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$245,834.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	WESLACO	$276,051.00
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 255 S. Kansas Street, Weslaco, TX 78596	**$2,510.00**
03J **Cat. Excluded** **Not Subj. to** **58.36 (b)(7)**	**WATER/SEWER IMPROVEMENTS** Project consists of Phase 3 of a multi- year funded project for the replacement of water lines and related street resurfacing improvements to the alleys/streets (between Texas Blvd/Kansas Avenue, Kansas Avenue/Illinois Avenue, Iowa/Michigan Avenue, Iowa/Oregon Avenue). Project will also include but not limited to adjacent/abutting alleys/streets within the same general vicinity, all related appurtenances, professional engineering services, geotechnical and material testing fees, etc. Project environmentally cleared in FY 2015. **Location:** Alleys and streets between Texas Blvd. and Kansas Ave. (from Buisness 83 to South Eighth St.); Alley between Kansas Ave. and Illinois Ave. (from Business 83 to Eighth St.); Alley Between Iowa Ave. and Michigan Ave. from Business 83 south to Sixth St.); Alley between Iowa Ave. and Oregon Ave. (from Seventh St. to Eighth St.), Weslaco, TX 78596 Census Data: 227.01 (01) National Objective: 53.83% LMA Goal Outcome Indicator: 900 Beneficiary Type: People	**$268,541.00**
05A **Exempt** **58.34(a)(4)**	**SENIOR SERVICES – Amigos Del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the City of Weslaco. Location: Casa de Amigos V: 1201 W. 6th St., Weslaco, TX 78596 National Objective: LMC Goal Outcome Indicator: 5 Beneficiary Type: People	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 1	**$422,138.00** **-$250,000.00** **+$248,834.00** **+$25,044.00** **$446,016.00** *(Loan payment to City of Granjeno) plus forfeited La Villa &, Progreso Lakes Funds.*
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: 1902 Joe Stephens Ave., Suite 101, Weslaco, TX 78596	**$2,000.00**
03K **Cat. Excluded Subj.** **To:** **58.35 (a)(1)**	**STREET IMPROVEMENTS** Project will consists of the paving (overlay) to the existing county roads in Precinct No. 1 to include but not limited to adjacent/abutting streets within the same general vicinity. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Location: Tower Rd. (From Sioux Rd. to El Dora Rd.) Alamo TX; Victoria Rd. (From Castillo to Sun Flower St.) and Lott Rd. (from FM 493 to Soderquist Rd.), Donna, TX; Mile 6 ½ W. (From Expressway 83 to 2,640 ft. north) and Mile 11 N. (From FM 88 to Mile 4 ½), Weslaco, TX, Mile 16 N. (From FM 88 going west .25 Miles) and Saltillo St. (from Mile 17 ½ N. to dead end), Elsa, TX, Jesus Bazan (from FM 88 to 1st St.), Monte Alto, TX Census Data: 0219.01 (01, 03 & 04) 0222.01 (03), 0222.04 (01 & 02), 0224.02 (01), 0225.01 (02), 0244.02 (1), 0244.04 (02), 0246.00 (01) National Objective: 62% LMA Goal Outcome Indicator: 23,365 Beneficiary Type: People	**$27,138.00** **$25,044.00** **$148,834.00** **$201,016.00** **Includes Progreso Lakes and La Villa Forfeited funds**.
03J **Environmental Assessment 58.36**	**WATER/SEWER IMPROVEMENTS -CITY OF LA VILLA** Project will be completed in two phases, which consists of the construction/expansion of a sewer treatment facility and the acquisition of land for a buffer zone as required by TCEQ regulations. Project will also include but not limited to related expenditures. Location: Sewer Plant: Mile 17 and Uncle Peter's Rd., La Villa, TX 78562 Census Data: 0246.00 (02) National Objective: 68.47% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facility	**$85,000.00** **Includes La Villa Forfeited funds**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 1	Continued
05B **Exempt** **58.34 (a)(4)**	**HANDICAPPED SERVICES – C.A.M.P. University** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults within qualified Hidalgo County areas. Location: 1400 N. 10th St., McAllen, TX 78502 National Objective: LMC Goal Outcome Indicator: 20 Beneficiary Type: People	**$10,000.00**
05W **Exempt** **58.34 (a)(4)**	**FOOD BANKS – Open Hands Community Charitable Services** Project expenditures include the reimbursement of expenses for purchase of food distributed by the Open Hands Community Charitable Services to residents of Donna and Precinct No. 1 areas. Location of services: 301 S. 17th Street, Donna, TX 78537 National Objective: LMC Goal Outcome Indicator: 300 Beneficiary Type: People	**$15,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Easter Seals Rio Grande Valley** Project expenditures include but are not limited to the reimbursement of expenses for outpatient rehabilitation services; such as physical, occupational and speech-language therapy to uninsured adults and children residing in the Precinct No. 1 areas. Location: 1217 Houston Street, McAllen, TX 78501 National Objective: LMC Goal Outcome Indicator: 3 Beneficiary Type: People	**$4,000.00**
05 **Exempt** **58.34 (a)(4)**	**OTHER PUBLIC SERVICES – Boys and Girls Club of Alamo-San Juan** Project expenditures include but not limited to the reimbursement of salaries, fringe benefits, and mileage for staff providing direct services such as unit director, coordinators, recreational leaders etc. Will also include the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age. Activities include sports programs, fitness, arts/crafts, health and life skills to develop character and leadership skills. Services will be provided during and after school. Services offered will be for residents within Precinct No. 1 areas. Location: 501 N. 13th Street, Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 45 Beneficiary Type: People	**$10,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 1	Continued
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Amigos Del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the Precinct No. 1 areas. Location: 4138 Crosspoint Blvd., Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 10 Beneficiary Type: People	**$8,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Foster Grandparent Program** Project expenditures include reimbursement of salaries (stipends) and mileage for senior volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth of the Precinct No. 1 areas. Location: 840 W. Austin Ave. Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 20 Beneficiary Type: People	**$5,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within the Precinct No. 1 areas. Location: 840 W. Austin Ave, Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 20 Beneficiary Type: People	**$5,000.00**
05E **Exempt** **58.34 (a)(4)**	**TRANSPORTATION SERVICES – LRGVDC Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to the residents of Precinct No. 1. These funds will be utilized as part of a county-wide project benefit. Location: 301 West Railroad, Weslaco, TX 78596 National Objective: LMA Goal Outcome Indicator: 478,645 Beneficiary Type: People	**$20,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 1	Continued
05G **Exempt** **58.34 (a)(4)**	**SERVICES FOR BATTERED AND ABUSED SPOUSES – Mujeres Unidas/ Women Together** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as shelter advocate, transitional housing advocate, Intake clerk/receptionist, etc. Intake receptionist will answer hotline, conduct initial intake, and screen victims. Funds will provide shelter and crisis intervention services for victims of family violence and sexual assault within the County of Hidalgo. This will be a county wide project. Location: Weslaco Satellite Center – 111 E. 5th Street, Weslaco, TX 78596 National Objective: LMC Goal Outcome Indicator: 125 Beneficiary Type: People	**$8,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, for the low income and uninsured residents of Precinct No. 1. Location: 111 E. 5th St., Weslaco, TX 78596 National Objective: LMC Goal Outcome Indicator: 100 Beneficiary Type: People	**$10,000.00**
05N **Exempt** **58.34 (a)(4)**	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor, Nurse and Executive Director, etc who provide direct services to the youth of Hidalgo County. This will be a county wide project. Location: 525 W. Wisconsin Rd., Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 135 Beneficiary Type: People	**$25,000.00**
05W **Exempt** **58.34 (a)(4)**	**FOOD BANKS – RGV Food Bank** Project expenditures include the reimbursement of expenses for purchase of food distributed by the Edcouch Harvest Time Valley Church to residents of Edcouch and Precinct No. 1 areas. Location: 612 E. Santa Rosa, Edcouch, TX 78538 National Objective: LMC Goal Outcome Indicator: 200 Beneficiary Type: People	**$9,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 1	Continued
05W **Exempt** **58.34 (a)(4)**	**FOOD BANKS – RGV Food Bank** Project expenditures include the reimbursement of expenses for purchase of food distributed by the Elsa Housing Food Pantry to residents of Elsa and Precinct No. 1 areas. Location: 309 West 3rd Avenue, Elsa TX 78543 National Objective: LMC Goal Outcome Indicator: 135 Beneficiary Type: People	**$9,000.00**
05W **Exempt** **58.34 (a)(4)**	**FOOD BANKS – RGV Food Bank** Project expenditures include the reimbursement of expenses for purchase of food distributed by the Iglesia Rosa de Saron to residents of the City of La Villa. Location: Youth Center – 302 West 2nd Street, La Villa, TX 78562 National Objective: LMC Goal Outcome Indicator: 200 Beneficiary Type: People	**$7,500.00** **Includes La Villa Forfeited funds**
05E **Exempt** **58.34 (a)(4)**	**TRANSPORTATION SERVICES –LRGVDC Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to the residents of the City of La Villa. These funds will be utilized as part of a county-wide project benefit. Location: 301 W. Railroad, Weslaco, TX 78596 National Objective: LMA Goal Outcome Indicator: *(Accomplishment reported in Pct. 1 project)* Beneficiary Type: People	**$7,500.00** **Includes La Villa Forfeited funds**
05 **Exempt** **58.34 (a)(4)**	**OTHER PUBLIC SERVICES - The RGV Literacy Center** Project expenditures include but are not limited to the reimbursement of an outreach specialists salaries and program supplies and related expenses. The specialist will conduct outreach meeting and provide classes in language acquisition (ESL), general education development (GED) classes skills. Location: Acker House: 805 S. Missouri, Mercedes, TX 78570; Progreso Community Resource Center 510 South FM 1015, Progreso, TX 78579 Office: 203 W. Quentin Newcombe Ave. Pharr, TX National Objective: LMC Goal Outcome Indicator: 25 Beneficiary Type: People	**$5,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 2	$422,138.00
21A Exempt 58.34(a)(3)	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: Precinct No. 2 - 300 W. Hall Acres, Suite G, Pharr, TX 78577	**$5,000.00**
03O Cat. Excl. Not Subj. to: 58.35 (b)(3)	**FIRE STATIONS/EQUIPMENT** Project consists of the purchase of firefighting equipment for the fire suppressions team such as, but not limited to, 10 sets of bunker gear (pants, helmets, boots, gloves and hoods, suspenders and lights). Location: 2301 N Raul Longoria Rd, San Juan, TX 78589 Census Data: Place # 65516 National Objective: 56.57% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$25,000.00**
03 Cat. Excluded Not Subj. to 58.36 (b)(7)	**OTHER PUBLIC FACILITY AND IMPROVEMENTS – San Juan Youth Center** Project consists of Phase 2 of a multi-year funded project (2014, 2015 & 2016) for the construction of a new youth center located within the City of San Juan, to include but not limited to the purchase of furniture, recreational equipment and all related appurtenances, etc. Project environmentally cleared on FY 2015. Location: 509 E. Earling Rd., San Juan, TX 78589 Census Data: 218.03 (1-2), 218.04 (1-3), 218.05 (1-3), 218.06 (1-3), 220.01 (1-5) National Objective: 68.74% LMA Goal Outcome Indicator: 1 Beneficiary Type: Public Facilities	**$195,638.00**
05 Exempt 58.34 (a)(4)	**OTHER PUBLIC SERVICES – Boys and Girls Club for San Juan Youth Center** Project expenditures include but not limited to the reimbursement of salaries, fringe benefits, and mileage for staff providing direct services such as unit director, coordinators, recreational leaders etc. Will also include the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age. Activities include sports programs, fitness, arts/crafts, health and life skills to develop character and leadership skills. Services will be provided during and after school. Services offered will be for residents within qualified Precinct No. 2 areas. Location: 509 E. Earling Road, San Juan, TX 78589 National Objective: LMC Goal Outcome Indicator: 75 Beneficiary Type: People	**$75,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 2	Continued
05B **Exempt** **58.34 (a)(4)**	**HANDICAPPED SERVICES – C.A.M.P. University** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults within qualified Hidalgo County areas. Location: 1400 N. 10th St., McAllen, TX 78502 National Objective: LMC Goal Outcome Indicator: *(Accomplishment reported in Pct. 1 project)* Beneficiary Type: People	**$5,000.00**
05 **Exempt** **58.34 (a)(4)**	**OTHER PUBLIC SERVICES – Boys and Girls Club of Alamo, Inc.** Project expenditures include but not limited to the reimbursement of salaries, fringe benefits, and mileage for staff providing direct services such as unit director, coordinators, recreational leaders etc. Will also include the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age. Activities include sports programs, fitness, arts/crafts, health and life skills to develop character and leadership skills. Services will be provided during and after school. Services offered will be for residents within qualified Precinct No. 2 areas. Location: 501 N. 13th Street, Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 25 Beneficiary Type: People	**$13,500.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Amigos del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within qualified Precinct No. 2 areas. Location: 600 W. 1st St., San Juan, TX 78589 National Objective: LMC Goal Outcome Indicator: 10 Beneficiary Type: People	**$8,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Foster Grandparent Program** Project expenditures include reimbursement of salaries (stipends) and mileage for senior volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth within qualified Precinct No. 2 areas. Location: 840 W. Austin Ave., Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 5 Beneficiary Type: People	**$3,500.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 2	Continued
05A Exempt 58.34 (a)(4)	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within qualified Precinct No. 2 areas. Location: 840 W. Austin Ave., Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 6 Beneficiary Type: People	**$5,000.00**
05E Exempt 58.34 (a)(4)	**TRANSPORTATION SERVICES – LRGVDC Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to the residents within qualified Precinct No. 2 areas. These funds will be utilized as part of a county-wide project benefit. Location: 301 W. Railroad, Weslaco, TX 78596 National Objective: LMA Goal Outcome Indicator: *(Accomplishment reported in Pct. 1 project)* Beneficiary Type: People	**$25,000.00**
05G Exempt 58.34 (a)(4)	**SERVICES FOR BATTERED AND ABUSED SPOUSES – Mujeres Unidas / Women Together** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as shelter advocate, transitional housing advocate, Intake clerk/receptionist, etc. Intake receptionist will answer hotline, conduct initial intake, and screen victims. Funds will provide shelter and crisis intervention services for victims of family violence and sexual assault within qualified Precinct No.2 areas. Location: 501 N. Cynthia, McAllen, TX 78501 National Objective: LMC Goal Outcome Indicator: 90 Beneficiary Type: People	**$13,500.00**
05M Exempt 58.34 (a)(4)	**HEALTH SERVICES –Hope Family Health Center** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, counseling services, prescription assistance, lab referrals, case management, etc., to the low income and uninsured residents within qualified Precinct No. 2 areas. Location: 2332 Jordan Rd., McAllen, TX 78503 National Objective: LMC Goal Outcome Indicator: 70 Beneficiary Type: People	**$25,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 2	Continued
05N Exempt 58.34 (a)(4)	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – CASA of Hidalgo County** Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits and mileage for staff (Case Supervisor, Case Manager, etc) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings within qualified Hidalgo County areas. Location: 1001 S. 10th Avenue, Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 17 Beneficiary Type: People	**$8,000.00**
05N Exempt 58.34 (a)(4)	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor Nurse and Executive Director, etc who provide direct services to the youth within qualified Hidalgo County areas. Location: 525 W. Wisconsin Rd, Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 60 Beneficiary Type: People	**$15,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 3	**$422,138.00** **+$17,417.00** **$439,555.00** *Includes Palmhurst forfeited funds.*
21A **Exempt** **58.34(a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: Precinct No. 3 Office - 724 N. Breyfogle, Mission, TX 78574	**$5,000.00**
03K **Environmental Assessment (8-STEP)** **58.36**	**STREET IMPROVEMENTS** Project consists of the paving (overlay) to the existing county roads in Precinct No. 3, to include but not limited to adjacent/abutting streets within the same general vicinity. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Location: Greenland Acres Subdivision, (Greenblair Ave, Greenfield Ave., Green Viy, Greenmeadow Dr. and Greenland Circle), Mesquite Lane (from El Pinto Road to Dead end), Jennifer Street (From Bentsen Palm Drive to Dead end), Brandy Street, (From Bentsen Palm Drive to Dead end), and Acevedo Subdivision (Aaron, Danny and Lana Streets), Mission, TX 78572 Census Data: 0202.01 (02), 0242.01 (02), 0241.07 (01) & 0241.14 (01) National Objective: 75% LMA Goal Outcome Indicator: 18,465 Beneficiary Type: People	**$227,138.00** **+17,417.00** **$244,555.00** Includes Palmhurst Forfeited funds.
05N **Exempt** **58.34 (a)(4)**	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – CASA of Hidalgo County** Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits and mileage for staff (Case Supervisor, Case Manager, etc) providing direct services to the youth consisting of coordination and observation of child visitations, interviews with appropriate parties, development of court reports and attendance at court hearings within qualified Hidalgo County areas. Location: 1001 S. 10th Avenue, Edinburg TX 78539 National Objective: LMC Goal Outcome Indicator: 75 Beneficiary Type: People	**$25,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 3	Continued
05N **Exempt** **58.34 (a)(4)**	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor, Nurse and Executive Director, etc. who provide direct services to the youth within qualified Hidalgo County areas. Location: 525 W. Wisconsin Rd, Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 120 Beneficiary Type: People	**$25,000.00**
05G **Exempt** **58.34(a)(4)**	**SERVICES FOR BATTERED AND ABUSED SPOUSES – Women Together / Mujeres Unidas** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as shelter advocate, transitional housing advocate, Intake clerk/receptionist, etc. Intake receptionist will answer hotline, conduct initial intake, and screen victims. Funds will provide shelter and crisis intervention services for victims of family violence and sexual assault within qualified Precinct No. 3 areas. Location: 501 N. Cynthia, McAllen, TX 78501 National Objective: LMC Goal Outcome Indicator: 200 Beneficiary Type: People	**$13,000.00**
05B **Exempt** **58.34 (a)(4)**	**HANDICAPPED SERVICES – C.A.M.P. University** Project expenditures include but are not limited to reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults within qualified Hidalgo County areas. Location: 1400 N. 10th St., McAllen, TX 78501 National Objective: LMC Goal Outcome Indicator: *(Accomplishment reported in Pct. 1 project)* Beneficiary Type: People	**$20,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Hope Family Health Center** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but are not limited to counseling services, prescription assistance, lab referrals, case management for the low income and uninsured residents within qualified Pct. 3 areas. Location: 2332 Jordan Rd., McAllen, TX 78503 National Objective: LMC Goal Outcome Indicator: 120 Beneficiary Type: People	**$15,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 3	Continued
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Amigos del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within qualified Precinct No. 3 areas. Location: 1303 Matamoros Street, Mission, TX 78572 National Objective: LMC Goal Outcome Indicator: 13 Beneficiary Type: People	**$12,000.00**
05E **Exempt** **58.34(a)(4)**	**TRANSPORTATION SERVICES – LRGVDC Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to the residents within qualified Pct. 3 areas. These funds will be utilized as part of a county-wide project benefit. Location: 301 W Railroad, Weslaco, TX 78596 National Objective: LMA Goal Outcome Indicator: *(Accomplishment reported in Pct. 1 project)* Beneficiary Type: People	**$25,000.00**
05 **Exempt** **58.34 (a)(4)**	**OTHER PUBLIC SERVICES –Boys and Girls Club of Mission** Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits, and mileage for staff providing direct services such as unit director, coordinators, recreational leaders etc. Will also include the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age. Activities include sports programs, fitness, arts/crafts, health and life skills to develop character and leadership skills. Services will be provided during and after school. Services offered will be for residents within qualified Precinct No. 3 areas. Location: Jessie Jensen Elementary Unit located on 5 ½ Glasscock Road in Mission, TX 78572 National Objective: LMC Goal Outcome Indicator: 40 Beneficiary Type: People	**$25,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within qualified Precinct No. 3 areas. Location: 840 W. Austin Ave, Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 20 Beneficiary Type: People	**$7,500.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 3	Continued
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Foster Grandparent Program** Project expenditures include reimbursement of salaries (stipends) and mileage for senior volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth within qualified Precinct No. 3 areas. Location: 840 W. Austin Ave., Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 22 Beneficiary Type: People	**$7,500.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, for the low income and uninsured residents within qualified Precinct No. 3 areas. Location: 611 N. Bryan Road, Mission, TX 78572 National Objective: LMC Goal Outcome Indicator: 150 Beneficiary Type: People	**$15,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 4	$422,138.00
21A **Exempt** **58.34 (a)(3)**	**GENERAL PROGRAM ADMINISTRATION** Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: Precinct No. 4 - 1051 N. Doolittle Rd., Edinburg, TX 78542	**$3,000.00**
03K **Environmental Assessment** **8-STEP** **58.36**	**STREET IMPROVEMENTS** Project consists of new construction, re-construction/paving (overlay) to existing county roads in Precinct No. 4, to include but not limited to adjacent/abutting streets within the same general vicinity. Other expenditures will include professional engineering services, surveying, geotechnical and construction material testing fees, etc. Location: Sugarland Road (N. of Owassa), Cuevas Dr. (N. of Owassa), Hernandez Dr. (West of Holmes Road), Mile 17 (Between Tower and Sharp Road), Lee Ann Drive (East of Alamo Road), San Jose St. (N. of Alberta), Iowa Road (Between Tower and Alamo Road), Sabinito Road (S. of Alberta), Roosevelt (West of Valverde) San Fancisco Road (Between Mile 17 and N, 83rd St), San Santiago (Between 83rd and San Francisco) and Santa Elena (Between Mile 17 and San Santiago). Census Data: 0235.07 (02) (03) 0235.15 (02) 235.14 (01)(03) National Objective: 66% LMA Goal Outcome Indicator: 17,265 Beneficiary Type: People	**$277,638.00**
05N **Exempt** **58.34 (a)(4)**	**SERVICES FOR ABUSED AND NEGLECTED CHILDREN – Children's Advocacy Center** Project expenditures include but are not limited to the reimbursement of salaries and fringe benefits for staff, such as Child Forensic Interview I & II, Child Advocate, Child Advocate/Crime Victims Liaison, Family Counselor, Nurse and Executive Director, etc who provide direct services to within qualified Hidalgo County areas. Location: 525 W. Wisconsin Rd, Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 60 Beneficiary Type: People	**$15,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 4	Continued
05E **Exempt** **58.34 (a)(4)**	**TRANSPORTATION SERVICES – LRGVDC Valley Metro** Project expenditures include the reimbursement of salaries and fringe benefits for bus drivers of the Valley Metro transportation system who provide public transportation services to low income within qualified Hidalgo County areas. Location: 301 W. Railroad, Weslaco, TX 78596 National Objective: LMC Goal Outcome Indicator: *(Accomplishment reported in Pct. 1 project)* Beneficiary Type: People	**$10,000.00**
05G **Exempt** **58.34 (a)(4)**	**SERVICES FOR BATTERED AND ABUSED SPOUSES – Mujeres Unidas/ Women Together** Project expenditures include but are not limited to the reimbursement of salaries for staff providing direct services such as shelter advocate, transitional housing advocate, Intake clerk/receptionist, etc. Intake receptionist will answer hotline, conduct initial intake, and screen victims. Funds will provide shelter and crisis intervention services for victims of family violence and sexual assault within qualified Precinct No. 4 areas. Location: 501 N. Cynthia, McAllen, TX 78501 National Objective: LMC Goal Outcome Indicator: 100 Beneficiary Type: People	**$10,000.00**
05B **Exempt** **58.34 (a)(4)**	**HANDICAPPED SERVICES – C.A.M.P. University** Project expenditures include but are not limited to reimbursement of salaries and fringe benefits for staff providing a direct service to the disabled young adults within qualified Hidalgo County areas. Location: 1400 N. 10th St., McAllen, TX 78501 National Objective: LMC Goal Outcome Indicator: *(Accomplishment reported in Pct. 1 project)* Beneficiary Type: People	**$15,000.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Amigos del Valle** Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within qualified Precinct No. 4 areas. Location: 1210 E. Kuhn Street, Edinburg, TX 78539 National Objective: LMC Goal Outcome Indicator: 9 Beneficiary Type: People	**$9,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 4	Continued
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Senior Community Outreach Services** Project expenditures include but are not limited to the reimbursement of salaries (stipends) for senior volunteers providing support services to needy adults who are frail, elderly (62 years older), chronically and terminally ill or disabled within qualified Precinct No. 4 areas. Location: 840 W. Austin Ave., Alamo, TX, 78516 National Objective: LMC Goal Outcome Indicator: 20 Beneficiary Type: People	**$10,000.00**
05M **Exempt** **58.34 (a)(4)**	**HEALTH SERVICES – Nuestra Clinica Del Valle** Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory, sub-specialty referral, for the low income and uninsured residents within qualified Precinct No. 4 areas. Location: 300 N. 86th Street, San Carlos, TX 78542 and 801 W. 1st Street In San Juan, TX 78589 (Dental Services) National Objective: LMC Goal Outcome Indicator: 100 Beneficiary Type: People	**$12,500.00**
05A **Exempt** **58.34 (a)(4)**	**SENIOR SERVICES – Foster Grandparent Program** Project expenditures include reimbursement of salaries (stipends) and mileage for senior volunteers who will travel to local schools or youth centers and provide mentoring, one to one support services to at-risk children, and provide cognitive, social, and physical skills training to the youth within qualified Precinct No. 4 areas. Location: 840 West Austin Avenue, Alamo, TX 78516 National Objective: LMC Goal Outcome Indicator: 22 Beneficiary Type: People	**$5,000.00**
05W **Exempt** **58.34 (a)(4)**	**FOOD BANKS - RGV Food Bank** Project expenditures include the reimbursement of expenses for purchase food distributed by the San Carlos Community Center and a Mobile Food Pantry for the residents of Faysville within qualified Precinct No. 4 areas. Location: Corner of Sunflower Rd. and Highway 107, San Carlos, TX and Faysville, TX 78542 National Objective: LMC Goal Outcome Indicator: 400 Beneficiary Type: People	**$15,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	PRECINCT NO. 4	Continued
05 **Exempt** **58.34 (a)(4)**	**OTHER PUBLIC SERVICES – Boys and & Girls Club of Edinburg** Project expenditures include but are not limited to the reimbursement of salaries, fringe benefits, and mileage for staff providing direct services such as unit director, coordinators, recreational leaders etc. Will also include the purchase of recreational equipment and supplies for program implementation for services being provided for the youth 4-18 years of age. Activities include sports programs, fitness, arts/crafts, health and life skills to develop character and leadership skills. Services will be provided during and after school. Services offered will be for residents within qualified Precinct No. 4 areas. Location: Brewster Elementary – Approx. 15 Miles N of HWY 281, San Manuel, TX; San Carlos Unit – 6th St and East HWY 107, San Carlos, TX; Kennedy Elementary – East on HWY 107 & 83rd Street, San Carlos, TX 78542 and Faysville Unit- Guerra Elementary, 10010 N. Via Fernandez Street, Edinburg, TX 78541 National Objective: LMC Goal Outcome Indicator: 200 Beneficiary Type: People	**$40,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	CDBG	$ 1,386,739.00
21A **Exempt**	**GENERAL PROGRAM ADMINISTRATION** Funding for staff salaries/fringe benefits and other associated administrative costs for the administration of the Urban County Program.	**$1,386,739.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	HOME PROGRAM	$1,588,893.00 +$100,000.00 1,688,893.00
21A **Exempt**	**GENERAL PROGRAM ADMINISTRATION** Funding for staff salaries/fringe benefits and other associated administrative costs for the administration of the HOME Program.	**$158,889.00**
14A **Cat. Excluded Subj. To:** **58.35 (a)(3)(i)**	**REHAB: SINGLE-UNIT RESIDENTIAL** Project will provide rehabilitation and reconstruction services to fifteen (15) substandard homes for eligible homeowners and includes project delivery expenses. National Objective: LMH Goal Outcome Indicator: 15 Beneficiary Type: Housing Units	**$830,004.00** **+$100,000.00** **$930,004.00** *Amount Includes Program Income*
12 **Environmental Assessment** **58.36**	**CONSTRUCTION OF HOUSING** Funding for area community housing development organizations for the construction of up to ten (10) new single-family homes and includes project delivery expenses. National Objective: LMH Goal Outcome Indicator: 10 Beneficiary Type: Housing Units	**$600,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	EMERGENCY SOLUTIONS GRANT	$650,566.00
SHELTER OPERATIONS	**WOMEN TOGETHER FOUNDATION, INC.** **Maintenance & Operations** will pay for shelter maintenance, food operations, rent, security, fuel, equipment, insurance, utilities, and furnishings. (victims of domestic abuse). Location: 501 N. Cynthia St. McAllen, TX 78501; 511 N. Cynthia St., McAllen, TX 78501 and 420 N. 21st Street, McAllen, TX 78501	**$149,000.00**
	THE SALVATION ARMY OF MCALLEN **Maintenance & Operations** will pay for shelter maintenance that includes minor repairs, rent, security, fuel, equipment, insurance, utilities, food operations, and furnishings. Location: 1600 North 23rd Street, McAllen, TX 78501	**$160,474.00**
	WOMEN TOGETHER FOUNDATION, INC. **Essential Services** consists of case management salaries for staff that deliver transportation, educational services, employment assistance and job training, health or drug abuse counseling services to eligible participants (victims of domestic abuse). Location: 501 N. Cynthia St. McAllen, TX 78501; 511 N. Cynthia St., McAllen, TX 78501 , and 420 N. 21st Street, McAllen, TX 78501 Goal Outcome Indicator: 38,325 Beneficiary Type: Beds	**$43,000.00**
	TOTAL SHELTER	**$352,474.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	EMERGENCY SOLUTIONS GRANT	Continued
HOMELESS PREVENTION	**CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY** **Homeless Prevention Financial Rental Assistance** will provide temporary rental assistance to eligible individuals or families that have received court eviction or meet the homeless prevention eligible risk factors categories. Services include short-term rental assistance, medium-term rental assistance and rental arrears. Location: 700 N. Virgen de San Juan, San Juan TX 78589	**$78,000.00**
	CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY **Housing Relocation & Stabilization Services Costs** will pay for case management of staff who deliver the financial assistance services to eligible participants whom are at risk of becoming homeless due to court evictions and meet the homeless prevention eligible risk factors categories. Component services include housing search and placement, housing stability case management or mediation. Location: 700 N. Virgen de San Juan, San Juan TX	**$49,000.00**
	Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types: Rental application fees, security deposits, utility payments and utility deposits. Location: 700 N. Virgen de San Juan Blvd., San Juan, TX 78589	**$8,000.00**
	THE SALVATION ARMY OF MCALLEN **Homeless Prevention Financial Rental Assistance** will provide temporary rental assistance to eligible individuals or families that have received court eviction or meet the homeless prevention eligible risk factors categories. Services include short-term rental assistance, medium-term rental assistance and rental arrears. Location: 1600 North 23rd Street, McAllen, TX 78501	**$21,000.00**
	Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types: Rental application fees, security deposits, utility payments and utility deposits. Location: 1600 North 23rd Street, McAllen, TX 78501 Goal Outcome Indicator: 300 Beneficiary Type: People Assisted	**$2,000.00**
	TOTAL HOMELESS PREVENTION	**$158,000.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	EMERGENCY SOLUTIONS GRANT	Continued
RAPID RE-HOUSING	**CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY** **Rapid Re-Housing Services Financial Rental Assistance** will pay for financial temporary rental assistance to eligible individuals or families that are literally homeless, living in place not intended for human habitation, transitioning from institution or shelter and/or must meet the HUD "homeless" definition. Services include short-term rental assistance, medium-term rental assistance and rental arrears. Location: 700 N. Virgen de San Juan Blvd., San Juan, TX 78589	**$23,500.00**
	CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY **Housing Relocation & Stabilization Services Costs** will pay for case management of staff who deliver the financial assistance services to eligible participants whom are literally homeless, living in place not intended for human habitation, transitioning from institution or shelter and/or meet the HUD "homeless" definition. Component services include housing search and placement, housing stability case management or mediation. Location: 700 N. Virgen de San Juan Blvd., San Juan, TX 78589	**$16,000.00**
	Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types to eligible participants: Rental application fees, security deposits, utility payments and utility deposits. Location: 700 N. Virgen de San Juan, San Juan, TX 78589	**$5,000.00**
	THE SALVATION ARMY OF MCALLEN **Rapid Re-Housing Services Financial Rental Assistance** will pay for financial temporary rental assistance to eligible individuals or families that are literally homeless or living in place not intended for human habitation, transitioning from institution or shelter and/or meet the HUD "homeless" definition. Services include short-term rental assistance, medium-term rental assistance and rental arrears.	**$13,500.00**
	Housing Relocation & Stabilization Services Financial Assistance will consist of the following eligible activity types to eligible participants: Rental application fees, security deposits, utility payments and utility deposits. Location: 1600 North 23rd Street, McAllen, TX 78501 Goal Outcome Indicator: 28 Beneficiary Type: Households Assisted	**$1,500.00**
	TOTAL RAPID RE-HOUSING	**$59,500.00**

KEY
■Amendments ■Surplus Funding
■Recaptured ■Forfeited

2017	EMERGENCY SOLUTIONS GRANT	Continued
DATA COLLECTIONS (HMIS)	**CATHOLIC CHARITIES OF THE RIO GRANDE VALLEY** **(HMIS) Data Collections** funds will be used to pay for costs contributing to data to HMIS client track system designated by the Continuum of Care. Eligible activities include computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees. Location: 700 N. Virgen de San Juan, San Juan, TX 78589	**$11,000.00**
	WOMEN TOGETHER FOUNDATION, INC. **(HMIS) Data Collections** funds will be used to pay for costs contributing to data collections and reporting to a comparable database system. Eligible activities include computer hardware, software or equipment, office space, salaries of operators, staff training costs and participation fees. (victims of domestic abuse) Location: 511 N. Cynthia, McAllen, TX 78501	**$20,000.00**
	THE SALVATION ARMY OF MCALLEN **(HMIS) Data Collections** funds will be used to pay for costs contributing to data to HMIS client track system designated by the Continuum of Care. Eligible activities include computer hardware, software or equipment, technical support, office space, salaries of operators, staff training costs and participation fees. Location: 1600 North 23rd Street, McAllen, TX 78501	**$2,500.00**
	TOTAL DATA COLLECTIONS	**$31,800.00**
GENERAL ADMINISTRATION	**HIDALGO COUNTY - URBAN COUNTY PROGRAM** **Administration** project funds cover eligible costs that include general management, oversight and coordination of ESG grant, and activities eligible under CFR §576.108 of the administrative ESG component. Location: 427 E. Duranta Avenue, Suite 107 Alamo, TX 78516	**$48,792.00**
	TOTAL ADMINISTRATION	**$48,792.00**

AI-60919 **Urban County** **15. B.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of Precinct No. 2 is requesting authority to purchase equipment for the Community Resource Center (CRC) Youth Facility Project. Purchase will be made from Dell Marketing, L. P. (contract # DIR-SDD-1951) through Hidalgo County's membership/participation with Department of Information Resources (DIR). The total amount of purchase is $17,346.64 (quote attached) funded thru UCP FY 29 (2016) Other Public Facilities and Improvement funds.

BACKGROUND

The equipment will be utilized at the Community Resource Center (CRC) Youth Facility Project. See attached quote.

Vendor: Dell Marketing, L. P.
Purchase Amount: $17,346.64
Funds Available: $64,387.60 FY 29 (2016) Other Public Facilities and Improvements

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Urban Co. funds.

Attachments

Dell Marketing, LP estimate

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/31/2017 02:15 PM
Ivan Cantu	Ivan Cantu	08/01/2017 08:15 AM

Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Olga Lerma		Started On: 07/28/2017 02:12 PM
Final Approval Date: 08/04/2017		

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase.
Use additional forms as needed.

Name of Cooperative: DIR **Person Contacted:** Marlene Silva

Purchase #1 **Vendor Name:** Dell **Contract No. :** DIR-SDD-1951 **Phone:** 800-456-3355

Quantity	Description of Items	List Price per Unit	Discount	Total Amount
22	OptiPlex 3050 Micro Form Factor BTX	$755.71	$435.00	$9,570.00
24	Dell 20 Monitor –P2017H	$199.99	$130.00	$3,120.00
22	Dell Adapter- DisplayPort to DVI Single-Link	$24.99	$17.00	$374.00
2	OptiPlex 3050 Micro	$898.57	$535.00	$1,070.00
4	Xbox One Wireless Controller (Black)	$59.99	$51.59	$206.36
4	PlayStation 4 Pro 1 TB console	$399.99	$391.99	$1,567.96
4	PlayStation 4 DualShock 4 Controller (Jet Black)	$59.99	$51.59	$206.36
4	Xbox One S 1TB Forza Horizon 3 Bundle	$349.99	$307.99	$1,231.96

TOTAL:	**$17,346.64**

Recommendation: Purchase of equipment for the San Juan CRC Youth Center.

Requested by: Erika Zamora Date 7-26-17 **UCP Approval:** [signature] Date 7-27-17

RECEIVED
JUL 27 2017
Urban County Program

A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$1,070.00

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000015831911.1	Jul. 24, 2017	Aug. 23, 2017	13690670

Company name:	Customer number:	Phone:
COUNTY OF HIDALGO	3410834	(956) 787-8127

Sales rep information:
Marlene Silva
Marlene_S@Dell.com
(800) 456-3355
Ext: 5138137

Bill to:
COUNTY OF HIDALGO
427 E DURANTA AVE
STE 107
ALAMO
TX 78516-3409
US
(956) 787-8127

Pricing Summary

Item	Qty	Unit price	Subtotal
OptiPlex 3050 Micro	2	$535.00	$1,070.00

Subtotal:	$1,070.00
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$1,070.00
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$1,070.00**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

© 2014 Dell Inc. U.S. only. Dell Inc. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.
Regards,
Marlene Silva
Order this quote easily online through your Premier page,
or if you do not have Premier, using Quote to Order

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
ALFREDO MATA	(956) 787-8127	Standard Ground	1026 S FIR ST PHARR TX 78577-6047 US

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 3050 Micro	2	$535.00	$1,070.00
	Estimated Delivery Date: Jul. 27, 2017			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
210-AKHB	OptiPlex 3050 Micro Form Factor BTX	2	-	-
338-BKYO	Intel Core i5-7500T (QC/6MB/4T/2.7GHz/35W); supports Windows 10/Linux	2	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	2	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	2	-	-
370-ADJK	8GB (1x8GB) 2400MHz DDR4	2	-	-
400-AEFT	500GB 2.5inch Serial ATA (7,200 RPM) Hard Drive, Dell OptiPlex	2	-	-
575-BBBI	No Integrated Stand option	2	-	-
401-AANH	2nd Hard Drive: not included	2	-	-
555-BDGW	Intel Dual Band Wireless AC 3165 (802.11ac) 1x1 + Bluetooth	2	-	-
555-BDIN	Intel DB WLAN 3165 Software	2	-	-
461-AABV	No Accessories	2	-	-
321-BCJS	OptiPlex 3050 MFF with 65W up to 87% efficient adapter	2	-	-
470-AAJL	NO ADAPTER	2	-	-

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580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	2	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	2	-	-
631-ABFE	No Out-of-Band Systems Management	2	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	2	-	-
525-BBCL	SupportAssist	2	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	2	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	2	-	-
658-BBRB	Waves Maxx Audio	2	-	-
658-BCUV	Dell Developed Recovery Environment	2	-	-
620-AALW	OS-Windows Media Not Included	2	-	-
387-BBLW	E-Star 6.1 & TCO 5.0 Driver, Service Install Module	2	-	-
634-BENZ	No DDP ESS Software	2	-	-
954-3465	No DDPE Encryption Software	2	-	-
575-BBKX	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	2	-	-
332-1286	US Order	2	-	-
389-BBUU	Shipping Label for DAO	2	-	-
389-BRKR	Ship Material Micro for Opti 5050	2	-	-
461-AABF	No CompuTrace	2	-	-
551-BBBJ	No Intel Responsive	2	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	2	-	-
450-AEWN	65W AC Adapter	2	-	-
329-BBJL	TPM Enabled	2	-	-
450-ABED	Power Cord	2	-	-
389-BDQH	Retail POD	2	-	-
632-BBBJ	CMS Software not included	2	-	-
389-BROS	Regulatory Label Opti 3050 Micro Form Factor	2	-	-
340-ABJI	No Diagnostic/Recovery CD media	2	-	-
389-BLSV	Intel(R) Core(TM) i5 Label	2	-	-
817-BBBC	Not selected in this configuration	2	-	-
340-BKBS	PLCMT,DOC,3050,MFF,DAO	2	-	-
800-BBIP	Desktop BTS/BTP Shipment	2	-	-
998-CHTU	Fixed Hardware Configuration	2	-	-
803-8583	Dell Limited Hardware Warranty Plus Service	2	-	-
803-8590	Onsite Service After Remote Diagnosis 3 Years	2	-	-

Subtotal:	$1,070.00
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$1,070.00**

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If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version. (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA) (the "End User License Agreements").

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: ***Dell Marketing L.P.*** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

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Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Dell Financial Services Lease:

1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size $500.
2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.

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If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer; Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**
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A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$13,064.00

Quote number:
3000015831008.1

Quote date:
Jul. 24, 2017

Quote expiration:
Aug. 23, 2017

Deal ID:
13690670

Company name:
COUNTY OF HIDALGO

Customer number:
3410834

Phone:
(956) 787-8127

Sales rep information:
Marlene Silva
Marlene_S@Dell.com
(800) 456-3355
Ext: 5138137

Bill to:
COUNTY OF HIDALGO
427 E DURANTA AVE
STE 107
ALAMO
TX 78516-3409
US
(956) 787-8127

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Pricing Summary

Item	Qty	Unit price	Subtotal
OptiPlex 3050 Micro	22	$435.00	$9,570.00
Dell 20 Monitor - P2017H	24	$130.00	$3,120.00
Dell Adapter - DisplayPort to DVI Single-Link	22	$17.00	$374.00

Subtotal:	$13,064.00
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$13,064.00
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$13,064.00**

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Regards,
Marlene Silva
Order this quote easily online through your Premier page,
or if you do not have Premier, using Quote to Order

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
Alfredo Mata	(956) 787-8127	Standard Ground	1026 S FIR ST PHARR TX 78577-6047 US

SKU	Description	Qty	Unit Price	Subtotal
	OptiPlex 3050 Micro	22	$435.00	$9,570.00
	Estimated Delivery Date: Jul. 27, 2017			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
210-AKHB	OptiPlex 3050 Micro Form Factor BTX	22	-	-
338-BKYQ	Intel Core i3-7100T (DC/3MB/4T/3.5GHz/35W); supports Windows 10/Linux	22	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	22	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	22	-	-
370-ADJJ	4GB (1x4GB) 2400MHz DDR4	22	-	-
400-ANPK	2.5 inch 128GB SATA Class 20 Solid State Drive	22	-	-
575-BBBI	No Integrated Stand option	22	-	-
401-AANH	2nd Hard Drive: not included	22	-	-
555-BDGW	Intel Dual Band Wireless AC 3165 (802.11ac) 1x1 + Bluetooth	22	-	-
555-BDIN	Intel DB WLAN 3165 Software	22	-	-
461-AABV	No Accessories	22	-	-
321-BCJS	OptiPlex 3050 MFF with 65W up to 87% efficient adapter	22	-	-
470-AAJL	NO ADAPTER	22	-	-
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	22	-	-
275-BBBW	Dell MS116 Wired Mouse, Black	22	-	-
631-ABFE	No Out-of-Band Systems Management	22	-	-

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422-0008	Dell Data Protection System Tools Digital Delivery/DT	22	-	-
525-BBCL	SupportAssist	22	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	22	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	22	-	-
658-BBRB	Waves Maxx Audio	22	-	-
658-BCUV	Dell Developed Recovery Environment	22	-	-
620-AALW	OS-Windows Media Not Included	22	-	-
387-BBLW	E-Star 6.1 & TCO 5.0 Driver, Service Install Module	22	-	-
634-BENZ	No DDP ESS Software	22	-	-
954-3465	No DDPE Encryption Software	22	-	-
575-BBKX	No Hard Drive Bracket for Small Form Factor, Dell OptiPlex	22	-	-
332-1286	US Order	22	-	-
389-BBUU	Shipping Label for DAO	22	-	-
389-BRKR	Ship Material Micro for Opti 5050	22	-	-
461-AABF	No CompuTrace	22	-	-
551-BBBJ	No Intel Responsive	22	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	22	-	-
450-AEWN	65W AC Adapter	22	-	-
329-BBJL	TPM Enabled	22	-	-
450-ABED	Power Cord	22	-	-
389-BDQH	Retail POD	22	-	-
632-BBBJ	CMS Software not included	22	-	-
389-BROS	Regulatory Label Opti 3050 Micro Form Factor	22	-	-
340-ABJI	No Diagnostic/Recovery CD media	22	-	-
389-BLSU	Intel (R)CPU label for Core(TM) i3 KBL	22	-	-
817-BBBC	Not selected in this configuration	22	-	-
340-BKBS	PLCMT,DOC,3050,MFF,DAO	22	-	-
800-BBIP	Desktop BTS/BTP Shipment	22	-	-
998-CHTQ	Fixed Hardware Configuration	22	-	-
803-8583	Dell Limited Hardware Warranty Plus Service	22	-	-
803-8590	Onsite Service After Remote Diagnosis 3 Years	22	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell 20 Monitor - P2017H	24	$130.00	$3,120.00
	Estimated Delivery Date: Aug. 14 - Aug. 17, 2017			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
210-AIII	BASE,DIS,MON,P2017H,DAO	24	-	-
806-2755	Premium Panel Warranty Advanced Exchange 3 Years	24	-	-

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806-2763	Dell Limited Hardware Warranty	24	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Adapter - DisplayPort to DVI Single-Link	22	$17.00	$374.00
	Estimated Delivery Date: Jul. 28, 2017			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
470-AANH	Dell Adapter - DisplayPort to DVI (Single Link)	22	-	-

Subtotal:	$13,064.00
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$13,064.00**

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3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
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Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer; Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**
Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

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***Dell Financial Services Lease:**

1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size $500.
2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.

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RE: Quote:

From : Marlene S <Marlene.S@dell.com> Wed, Jul 05, 2017 02:31 PM

Subject : RE: Quote: 15 attachments

To : monica leal <monica.leal@co.hidalgo.tx.us>

Cc : diana serna <diana.serna@co.hidalgo.tx.us>, antonio barco <antonio.barco@co.hidalgo.tx.us>, patricio avila <patricio.avila@co.hidalgo.tx.us>

Dell - Internal Use - Confidential

Monica,

Please see attached new quotes with the address update. Also see below for your request.

Quote 3000015312090

▼ **1. OptiPlex 3050 Micro**

Dell 20 Monitor – P2017H

Dell Adapter - DisplayPort to DVI Single-Link

Unit Pricing	
Unit List Price:	$755.71

Unit Pricing	
Unit List Price:	$199.99
Unit Discount:	$69.99

Unit Pricing	
Unit List Price:	$24.99
Unit Discount:	$7.99
Unit Selling price:	$ 17

Discounts	
Contract Discount:	5.20%
Promotions:	0.00% / $0.00
Discount:	% 42.44

Discounts	
Contract Discount:	3.91%
Promotions:	0.00% / $0.00
Discount:	% 35

Discounts	
Contract Discount:	14.49%
Promotions:	0.00% / $0.00
Discount:	% 31.97

Quote 3000015312960

▼ **1. OptiPlex 3050 Micro**

Unit Pricing

Unit List Price:		$898.57
Unit Discount:		$363.57
Unit Selling price:	$	535

Discounts

Contract Discount:		5.33%
Promotions:		0.00% / $0.00
Discount:	%	40.46

Thanks,

Marlene Silva
Bilingual Sales Account Manager for South Texas
Dell EMC | Public Account Division | Education State and Local
Phone (512) 513-8137 **Fax** (512) 283-2166
Marlene.S@Dell.com

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Wednesday, July 05, 2017 1:55 PM
To: S, Marlene <Marlene_S@Dell.com>
Cc: diana serna <diana.serna@co.hidalgo.tx.us>; antonio barco <antonio.barco@co.hidalgo.tx.us>; patricio avila <patricio.avila@co.hidalgo.tx.us>
Subject: Re: Quote:

Ms. Marlene,

Can you please provide me with the list price and the percentage discount? Also, on the "Bill to" can you please indicate our address, 427 E. Duranata Ave., Suite 107; Alamo, TX 78516.

Thank you,

Monica Leal

From: "Marlene S" <Marlene.S@dell.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Wednesday, July 5, 2017 12:14:37 PM
Subject: RE: Quote:

Dell - Internal Use - Confidential

Monica,

Please review the attached quotes and let me know if this will work for you.

Thanks,

Marlene Silva
Bilingual Sales Account Manager for South Texas
Dell EMC | Public Account Division | Education State and Local
Phone (512) 513-8137 **Fax** (512) 283-2166
Marlene.S@Dell.com

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Friday, June 30, 2017 4:12 PM
To: S, Marlene <Marlene_S@Dell.com>
Cc: Diana Serna <diana.serna@co.hidalgo.tx.us>; Antonio Barco <antonio.barco@co.hidalgo.tx.us>; patricio avila <patricio.avila@co.hidalgo.tx.us>
Subject: Quote:

Good afternoon Ms. Marlene,

Per our conversation, we will need a quote under the DIR-SDD-1951 for the following items:

22 - Student PC-Option Dell
Dell Optiplex 3050 7th Gen Core i3, 4GB Ram, 128GB Solid state Hard drive, wired & wireless network, display port and HDMI, USB, Audio, Keyboard & Mouse, Windows 10 Pro 64-bit. Micro Tower Chassis - 3 yr warranty. Monitor Cable - 6 ft. display port to DVI.

24- 19.5" Computer Monitors

2 - Office PC Option 1- Dell
Dell Optiplex 3050 7th Gen Core i5, 8GB Ram, 500 GB Standard drive, wired & wireless network, Display Port and HDMI, USB, Audio, Keyboard & Mouse, Windows 10 Pro 64-bit. Micro Tower Chassis.

Quote should be addressed to:

Alfredo Mata
Boys & Girls Club of Pharr
1026 S. Fir St.,
Pharr, TX 78577

Should you need additional information, please do not hesitate to contact me at your earliest convenience.

Respectfully,

Monica Leal

Program Coordinator II
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Office: 956.787.8127 ext. 2235
Direct: 956.292.7000 ext. 2235

A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$3,212.64

Quote number:
3000015778514.4

Quote date:
Jul. 26, 2017

Quote expiration:
Aug. 25, 2017

Deal ID:
13690670

Company name:
COUNTY OF HIDALGO

Customer number:
3410834

Phone:
(956) 787-8127

Sales rep information:
Marlene Silva
Marlene_S@Dell.com
(800) 456-3355
Ext: 5138137

Bill to:
COUNTY OF HIDALGO
427 E DURANTA AVE
STE 107
ALAMO
TX 78516-3409
US
(956) 787-8127

Pricing Summary

Item	Qty	Unit price	Subtotal
PlayStation 4 Pro 1TB console	4	$391.99	$1,567.96
Xbox One Wireless Controller (black)	4	$51.59	$206.36
PlayStation 4 DualShock 4 controller - Jet Black	4	$51.59	$206.36
Xbox One S 1TB Forza Horizon 3 bundle	4	$307.99	$1,231.96

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Subtotal:	$3,212.64
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$3,212.64
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$3,212.64**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

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Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.
Regards,
Marlene Silva
Order this quote easily online through your Premier page,
or if you do not have Premier, using Quote to Order

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
Alfredo Mata	(956) 787-8127	Standard Ground	1026 S FIR ST PHARR TX 78577-6047 US

SKU	Description	Qty	Unit Price	Subtotal
	PlayStation 4 Pro 1TB console	4	$391.99	$1,567.96
	Estimated Delivery Date: Aug. 3, 2017			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
A9233387	PlayStation 4 Pro 1TB console	4	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Xbox One Wireless Controller (black)	4	$51.59	$206.36
	Estimated Delivery Date: Aug. 3, 2017			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
A9233388	Xbox One Wireless Controller (black)	4	-	-

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SKU	Description	Qty	Unit Price	Subtotal
	PlayStation 4 DualShock 4 controller - Jet Black	4	$51.59	$206.36
	Estimated Delivery Date: Aug. 3, 2017			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
A9261290	PlayStation 4 DualShock 4 controller - Jet Black	4	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Xbox One S 1TB Forza Horizon 3 bundle	4	$307.99	$1,231.96
	Estimated Delivery Date: Aug. 3, 2017			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
A9507294	Xbox One S 1TB Forza Horizon 3 bundle	4	-	-

Subtotal:	$3,212.64
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$3,212.64**

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Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hard copy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S Return Policy(www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version. (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA) (the "End User License Agreements").

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

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Dell Financial Services Lease:

1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size $500.
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If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer; Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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RE: Quote:

From : Marlene S <Marlene.S@dell.com> Wed, Jul 26, 2017 0
Subject : RE: Quote: 5 atta
To : monica leal <monica.leal@co.hidalgo.tx.us>

Dell - Internal Use - Confidential

Hello Monica,

I don't see that price anywhere. The discounts and prices were copied off the quote.

PlayStation 4 Pro 1TB console	4	$391.99	$1,567.96
Xbox One Wireless Controller (black)	4	$51.59	$206.36
PlayStation 4 DualShock 4 controller - Jet Black	4	$51.59	$206.36
Xbox One S 1TB Forza Horizon 3 bundle	4	$307.99	$1,231.96

Thanks,

Marlene Silva
Bilingual Sales Account Manager for South Texas
Dell EMC | Public Account Division | Education State and Local
Phone (512) 513-8137 **Fax** (512) 283-2166
Marlene.S@Dell.com

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Wednesday, July 26, 2017 8:42 AM
To: S, Marlene <Marlene_S@Dell.com>
Subject: Re: Quote:

Good morning Ms. Marlene,

Hope all is well. Based on your break down below, can you please revise Quote number: 3000015778514.1 ? The XBox is reflecting $342.99!

Hope you have a great day!

Thank you,

Monica Leal

From: "Marlene S" <Marlene.S@dell.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Wednesday, July 26, 2017 8:10:05 AM
Subject: RE: Quote:

Dell - Internal Use - Confidential

Monica,

See below:

3000015778514
Playstation 4 pro 1TB console at 2%

Unit Pricing	
Unit List Price:	$399.99
Unit Discount:	$8.00
Unit Selling price:	$ 391.99

Xbox one S 1TB bundle at 12%

Unit Pricing	
Unit List Price:	$349.99
Unit Discount:	$42.00
Unit Selling price:	$ 307.99

Thanks,

Marlene Silva
Bilingual Sales Account Manager for South Texas
Dell EMC | Public Account Division | Education State and Local
Phone (512) 513-8137 **Fax** (512) 283-2166
Marlene.S@Dell.com

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Tuesday, July 25, 2017 3:37 PM
To: S, Marlene <Marlene_S@Dell.com>
Subject: Re: Quote:

Good afternoon Marlene,

Trying to calculate the percentages for the below products, but it's not coming out. Can you please help me?

Quote 3000015778514
Playstation 4 pro 1TB console
Unit price: $399.99
Unit discount: 2%

Xbox one S 1TB bundle
Unit price: $349.99
Unit discount: 12%

Monica Leal

From: "Marlene S" <Marlene.S@dell.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Monday, July 24, 2017 10:05:49 AM
Subject: RE: Quote:

Dell - Internal Use - Confidential

Monica,

Quote 3000015831008
Opitplex 3050 Micro
Unit price: $755.71
Unit discount: 42.44%

P2017H
Unit price: $199.99
Unit discount: 35%

Dell adapter
Unit price: $24.99
Unit discount: 31.97%

Quote Number:300001532960.1 (shows expiration date of 7/30/17. Can you please update?) Quote is incorrect, please resend

Quote 3000015778514
Playstation 4 pro 1TB console
Unit price: $399.99
Unit discount: 2%

Xbox One controller
Unit price: $59.99
Unit discount: 14%

Playstation 3 Dualshock
Unit price: $59.99
Unit discount: 14%

Xbox one S 1TB bundle
Unit price: $349.99
Unit discount: 12%

Thanks,

Marlene Silva
Bilingual Sales Account Manager for South Texas
Dell EMC | Public Account Division | Education State and Local
Phone (512) 513-8137 **Fax** (512) 283-2166
Marlene.S@Dell.com

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Monday, July 24, 2017 9:43 AM
To: S, Marlene <Marlene_S@Dell.com>
Subject: Re: Quote:

Marlene,

Please see quote numbers below.

Quote Number: 3000015312090.1 (shows expiration date of 7/30/17. Can you please update?)

Quote Number:300001532960.1 (shows expiration date of 7/30/17. Can you please update?)

Quote Number: 3000015778514.1 (Need discount information for this quote)

Monica Leal

From: "Marlene S" <Marlene.S@dell.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Monday, July 24, 2017 9:03:22 AM
Subject: RE: Quote:

Dell - Internal Use - Confidential

Monica- you did not send the quotes

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Monday, July 24, 2017 8:56 AM
To: S, Marlene <Marlene_S@Dell.com>
Subject: Re: Quote:

Good morning,

Confirmed receipt.

Monica Leal

From: "Marlene S" <Marlene.S@dell.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Monday, July 24, 2017 8:30:59 AM
Subject: RE: Quote:

Dell - Internal Use - Confidential

Monica- please confirm the quotes you need this information for.

Thanks,

Marlene Silva
Bilingual Sales Account Manager for South Texas
Dell EMC | Public Account Division | Education State and Local
Phone (512) 513-8137 **Fax** (512) 283-2166

Marlene.S@Dell.com

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Friday, July 21, 2017 3:57 PM
To: S, Marlene <Marlene_S@Dell.com>
Subject: Re: Quote:

Ms . Marlene,

Can you please send me the breakdown of the percentages? Thank you

Monica Leal

From: "Marlene S" <Marlene.S@dell.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Friday, July 21, 2017 11:22:01 AM
Subject: RE: Quote:

Dell - Internal Use - Confidential

Monica,

I do not handle that form. I sent it to my proposals team so it depends when they can get it signed

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Friday, July 21, 2017 11:03 AM
To: S, Marlene <Marlene_S@Dell.com>
Subject: Re: Quote:

Ms. Marlene,

How quickly can you get the 1295 form? Still pending the discounts on the new items.

Monica Leal

From: "Marlene S" <Marlene.S@dell.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>, "Cyndi Radel" <Cyndi.Radel@dell.com>
Sent: Friday, July 21, 2017 9:42:27 AM
Subject: RE: Quote:

Dell - Internal Use - Confidential

Hello Cyndi,

May I please have a 1295 form signed for the customer below?

Bid/identification #	Description	Vendor	Responsible Campus/Department	Email to Responsible Loc.
5016-92-00300-5000-9200 Hidalgo County Precinct No. 2 Youth Center	Purchase of equipment	Dell	Hidalgo County	

Thanks,

Marlene Silva
Bilingual Sales Account Manager for South Texas
Dell EMC | Public Account Division | Education State and Local
Phone (512) 513-8137 **Fax** (512) 283-2166
Marlene.S@Dell.com

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Friday, July 21, 2017 9:41 AM
To: S, Marlene <Marlene_S@Dell.com>
Subject: Re: Quote:

Marlene,

That information will need to be from whomever is completing the form.

Monica Leal

From: "Marlene S" <Marlene.S@dell.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Friday, July 21, 2017 9:30:29 AM
Subject: RE: Quote:

Dell - Internal Use - Confidential

Monica- please enter the email responsible.

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Friday, July 21, 2017 9:12 AM
To: S, Marlene <Marlene_S@Dell.com>
Subject: Re: Quote:

Good morning Marlene,

See below information. Thank you! Also, can you send me the discount for the consoles and controllers?

Bid/identification #	Description	Vendor	Responsible Campus/Department	Email to Responsible Loc.
5016-92-00300-5000-9200 Hidalgo County Precinct No. 2 Youth Center	Purchase of equipment	Dell	Hidalgo County	

Monica Leal

From: "Marlene S" <Marlene.S@dell.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Thursday, July 20, 2017 1:24:27 PM
Subject: RE: Quote:

Dell - Internal Use - Confidential

Monica,

Below is a chart for some information we need for the 1295 form. Could you please fill it out and return it to me?

Bid/identification #	Description	Vendor	Responsible Campus/Department	Email t Respor Loc.
5016-92-00300-5000-9200 Hidalgo County Precinct No. 2 Youth Center	Purchase of equipment	Dell	Hidalgo County	

Once we get that, I will submit for the signature and return it to you.

Thanks,

Marlene Silva
Bilingual Sales Account Manager for South Texas
Dell EMC | Public Account Division | Education State and Local
Phone (512) 513-8137 **Fax** (512) 283-2166
Marlene.S@Dell.com

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Wednesday, July 19, 2017 11:05 AM
To: S, Marlene <Marlene_S@Dell.com>
Subject: Re: Quote:

Ms. Marlene,

Can you please provide me with an HB 1295 form?

Project identification number 5016-92-00300-5000-9200

Thank you,

Monica Leal

From: "Marlene S" <Marlene.S@dell.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Tuesday, July 18, 2017 10:49:18 AM
Subject: RE: Quote:

Dell - Internal Use - Confidential

Hello Monica- give me a moment to see if we have these under DIR

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Tuesday, July 18, 2017 10:24 AM
To: S, Marlene <Marlene_S@Dell.com>
Cc: Diana Serna <diana.serna@co.hidalgo.tx.us>; Antonio Barco <antonio.barco@co.hidalgo.tx.us>; patricio avila <patricio.avila@co.hidalgo.tx.us>
Subject: Re: Quote:

Good morning Marlene,

Does Dell have the following items under the DIR contract?

4	Play Station 4, 1 TB Console
4	DualShock 4 wireless Controller
4	XBOX One S Forza Horizon Bundle
4	XBOX One Controller

If so, can you please update the quote with these items. Thank you!

Monica Leal

From: "Marlene S" <Marlene.S@dell.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Wednesday, July 5, 2017 12:14:37 PM
Subject: RE: Quote:

Dell - Internal Use - Confidential

Monica,

Please review the attached quotes and let me know if this will work for you.

Thanks,

Marlene Silva
Bilingual Sales Account Manager for South Texas
Dell EMC | Public Account Division | Education State and Local
Phone (512) 513-8137 **Fax** (512) 283-2166
Marlene.S@Dell.com

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Friday, June 30, 2017 4:12 PM
To: S, Marlene <Marlene_S@Dell.com>
Cc: Diana Serna <diana.serna@co.hidalgo.tx.us>; Antonio Barco <antonio.barco@co.hidalgo.tx.us>; patricio avila <patricio.avila@co.hidalgo.tx.us>
Subject: Quote:

Good afternoon Ms. Marlene,

Per our conversation, we will need a quote under the DIR-SDD-1951 for the following items:

22 - Student PC-Option Dell
Dell Optiplex 3050 7th Gen Core i3, 4GB Ram, 128GB Solid state Hard drive, wired & wireless network, display port and HDMI, USB, Audio, Keyboard & Mouse, Windows 10 Pro 64-l Micro Tower Chassis - 3 yr warranty. Monitor Cable - 6 ft. display port to DVI.

24- 19.5" Computer Monitors

2 - Office PC Option 1- Dell
Dell Optiplex 3050 7th Gen Core i5, 8GB Ram, 500 GB Standard drive, wired & wireless network, Display Port and HDMI, USB, Audio, Keyboard & Mouse, Windows 10 Pro 64-bit. M Tower Chassis.

Quote should be addressed to:

Alfredo Mata
Boys & Girls Club of Pharr
1026 S. Fir St.,
Pharr, TX 78577

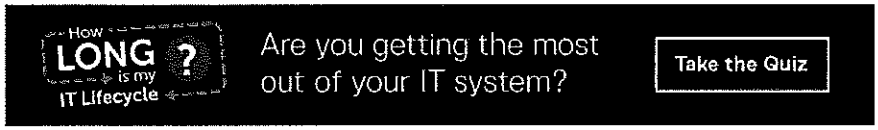
Should you need additional information, please do not hesitate to contact me at your earliest convenience.

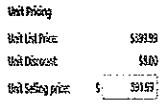
Respectfully,

Monica Leal

Program Coordinator II
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Office: 956.787.8127 ext. 2235
Direct: 956.292.7000 ext. 2235

"For I know the plans I have for you declares the Lord, plans to prosper you, and not to harm you, plans to give you hope and a future" Jeremiah 29:





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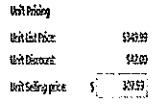

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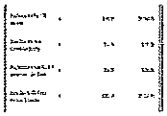

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13 KB

Quote_US_PC_SC_3000015778514.4_2017-07-26.pdf
96 KB

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-239787

Date Filed:
07/21/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dell Marketing, L.P.
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
5016-92-00300-5000-9200
Hidalgo County Precinct No. 2 Youth Center Purchase of Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Dell, Michael	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

PAULA MARIE BECK
Notary Public, Muskegon Co., Michigan
My Commission Expires 11/02/2020
Acting in the County of Muskegon

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Cynthia B. Radel, this the 21 day of July, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Paula Marie Beck	Paula Marie Beck	Notary Public

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

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2017-239787

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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dell Marketing, L.P.
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
5016-92-00300-5000-9200
Hidalgo County Precinct No. 2 Youth Center Purchase of Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Dell, Michael	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-60897 **Urban County** **15. C.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of Precinct No. 2 is requesting authority to purchase equipment for the Community Resource Center (CRC) Youth Facility Project. Purchase will be made from CDWG (contract # R160201) through Hidalgo County's membership/participation with The Cooperative Purchasing Network (TCPN). The total amount of purchase is $9,406.63 (quote attached) funded thru UCP FY 29 (2016) Other Public Facilities and Improvement funds.

BACKGROUND

The equipment will be utilized at the Community Resource Center (CRC) Youth Facility Project. See attached quote.

Vendor: CDW-G
Purchase Amount: **$9,406.63**
Funds Available: $64,387.60 FY 29 (2016) Other Public Facilities and Improvements

---

Fiscal Impact

Attachments

CDWG Quote

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/27/2017 01:45 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Olga Lerma		Started On: 07/27/2017 09:49 AM
Final Approval Date: 08/04/2017		

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM
Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase.
Use additional forms as needed.

Name of Cooperative: TCPN **Person Contacted:** Juan Camargo

Purchase #1 **Vendor Name:** CDW-G **Contract No. :** R 160201 **Phone:** 1-866-405-6241

Quantity	Description of Items	List price	Total Amount
2	Da-Lite Model B Wide Format - projection screen - 94 in (94.1 in)	$172.22	$344.44
1	Da-Lite Model C Wide Format - projection screen - 130 in (129.9 in)	$30.87	$30.95
3	Epson PowerLite W29 3000 Lumens LCD Projector	$581.53	$1,743.09
3	Epson ELPMBPRH Custom Micro-Adjustable Projector Mount	$135.79	$407.37
2	Lenovo Flex 4 1580 - 15.6" - Core i7 7500U - 8 GB RAM - 256 GB SSD	$883.29	$1,766.58
3	EPSON ELPMBP06 SPEEDCONNECT SUS TILE	$145.49	$436.47
3	Epson ELPMBC03 6" Fixed Extension Column - mounting component	$26.18	$78.54
15	VIZIO D32X-D1 D-Series - 32" Class (31.51" viewable) LED TV	$228.12	$3,421.80
1	VIZIO D50f-E1 D-Series - 50" Class (49.5" viewable) LED TV	$463.23	$463.23
2	VIZIO D-Series D40F-E1 D-Series - 40" Class (39.96 viewable) LED TV	$357.08	$714.16

TOTAL:	**$9,406.63**

Recommendation: Purchase of ~~furniture~~ equipment for the San Juan Youth Center (CRC).

Requested by: Erika Zamora Date 7/20/17 **UCP Approval:** [signature] Date 7-26-17

QUOTE CONFIRMATION

DEAR MONICA LEAL,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JBZD070	7/7/2017	JBZD070	11947986	$9,406.63

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Da-Lite Model B Wide Format - projection screen - 94 in (94.1 in) Mfg. Part#: 36462 UNSPSC: 45111603 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	2	2240367	$172.22	$344.44
Da-Lite Model C Wide Format - projection screen - 130 in (129.9 in) Mfg. Part#: 36445 UNSPSC: 45111603 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	1	1696201	$30.95	$30.95
Epson PowerLite W29 3000 Lumens LCD Projector Mfg. Part#: V11H690020 UNSPSC: 45111609 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	3	3605213	$581.03	$1,743.09
Epson ELPMBPRH Custom Micro-Adjustable Projector Mount Mfg. Part#: V12H809001 UNSPSC: 31162313 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	3	3805767	$135.79	$407.37
Lenovo Flex 4 1580 - 15.6" - Core i7 7500U - 8 GB RAM - 256 GB SSD Mfg. Part#: 80VE0003US UNSPSC: 43211503 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	2	4358154	$883.29	$1,766.58
EPSON ELPMBP06 SPEEDCONNECT SUS TILE Mfg. Part#: V12H806001 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	3	3805764	$145.49	$436.47
Epson ELPMBC03 6" Fixed Extension Column - mounting component Mfg. Part#: V12H811001 UNSPSC: 31162313 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	3	3805769	$26.18	$78.54
VIZIO D32X-D1 D-Series - 32" Class (31.51" viewable) LED TV Mfg. Part#: D32X-D1	15	4188252	$228.12	$3,421.80

QUOTE DETAILS (CONT.)				
UNSPSC: 52161505 Contract: TCPN Technology & IWB Solutions Products Services (R160201)				
VIZIO D50f-E1 D-Series - 50" Class (49.5" viewable) LED TV Mfg. Part#: D50F-E1 UNSPSC: 52161505 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	1	4668970	$463.23	$463.23
VIZIO D-Series D40F-E1 D-Series - 40" Class (39.96 viewable) LED TV Mfg. Part#: D40F-E1 UNSPSC: 52161505 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	2	4672381	$357.08	$714.16

PURCHASER BILLING INFO		
Billing Address: URBAN COUNTY PROGRAM ACCOUNTS PAYABLE 427 E DURANTA AVE STE 107 ALAMO, TX 78516-3409 **Phone:** (956) 787-8127 **Payment Terms:** Request Terms	**SUBTOTAL**	$9,406.63
	SHIPPING	$0.00
	GRAND TOTAL	**$9,406.63**
DELIVER TO	**Please remit payments to:**	
Shipping Address: BOYS & GIRLS CLUB OF PHARR ALFREDO MATA 1026 S FIR ST PHARR, TX 78577-6047 **Phone:** (956) 787-8127 **Shipping Method:** FEDEX Ground	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION				
Juan Camargo	|	(866) 405-6241	|	juancam@cdwg.com

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

© 2017 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Re: CDW-G Quote Confirmation: Quote #JBZD070/P.O. Ref. JBZD070

From : Derek Anderson <derek.anderson@nationalipa.org> Wed, Jul 19, 2017 04:23 PM
Subject : Re: CDW-G Quote Confirmation: Quote #JBZD070/P.O. Ref. JBZD070
To : Monica Leal <monica.leal@co.hidalgo.tx.us>
Cc : diana serna <diana.serna@co.hidalgo.tx.us>, antonio barco <antonio.barco@co.hidalgo.tx.us>, patricio avila <patricio.avila@co.hidalgo.tx.us>

Monica

Thanks for reaching out! I have reviewed the pricing and it is in compliance with the approved CDW contract pricing. Let me know if you have any other questions.

Derek Anderson

On Jul 19, 2017, at 2:31 PM, Monica Leal <monica.leal@co.hidalgo.tx.us> wrote:

> Good afternoon Mr. Anderson,
>
> Can you please review the below quote and advise if prices are according to the vendor's contract?
>
> Thank you,
>
> *Monica Leal*

From: "Juan Camargo" <juancam@cdwg.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Monday, July 17, 2017 10:42:52 AM
Subject: CDW-G Quote Confirmation: Quote #JBZD070/P.O. Ref. JBZD070

View in a browser

QUOTE CONFIRMATION

CDW•G PEOPLE WHO GET IT

DEAR MONICA LEAL,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JBZD070	7/7/2017	JBZD070	11947986	$9,406.63

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
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	Da-Lite Model C Wide Format - projection screen - 130 in (129.9 in) Mfg. Part#: 36445 UNSPSC: 45111603 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	1	1696201	$30.95	$30.95
	Epson PowerLite W29 3000 Lumens LCD Projector Mfg. Part#: V11H690020 UNSPSC: 45111609 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	3	3605213	$581.03	$1,743.09
	Epson ELPMBPRH Custom Micro-Adjustable Projector Mount Mfg. Part#: V12H809001 UNSPSC: 31162313 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	3	3805767	$135.79	$407.37
	Lenovo Flex 4 1580 - 15.6" - Core i7 7500U - 8 GB RAM - 256 GB SSD Mfg. Part#: 80VE0003US UNSPSC: 43211503 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	2	4358154	$883.29	$1,766.58
	EPSON ELPMBP06 SPEEDCONNECT SUS TILE Mfg. Part#: V12H806001 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	3	3805764	$145.49	$436.47
	Epson ELPMBC03 6" Fixed Extension Column - mounting component Mfg. Part#: V12H811001 UNSPSC: 31162313 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	3	3805769	$26.18	$78.54
	VIZIO D32X-D1 D-Series - 32" Class (31.51" viewable) LED TV Mfg. Part#: D32X-D1	15	4188252	$228.12	$3,421.80

	UNSPSC: 52161505 Contract: TCPN Technology & IWB Solutions Products Services (R160201)				
	VIZIO D50f-E1 D-Series - 50" Class (49.5" viewable) LED TV Mfg. Part#: D50F-E1 UNSPSC: 52161505 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	1	4668970	$463.23	$463.23
	VIZIO D-Series D40F-E1 D-Series - 40" Class (39.96 viewable) LED TV Mfg. Part#: D40F-E1 UNSPSC: 52161505 Contract: TCPN Technology & IWB Solutions Products Services (R160201)	2	4672381	$357.08	$714.16

SHIPPING DETAILS	SUBTOTAL	$9,406.63
Shipping Address: BOYS & GIRLS CLUB OF PHARR ALFREDO MATA 1026 S FIR ST PHARR, TX 78577-6047 **Phone:** (956) 787-8127 **Shipping Method:** FEDEX Ground **Payment Terms:** Request Terms	SHIPPING	$0.00
	GRAND TOTAL	$9,406.63
	Convert Quote to Order	

Need Assistance? CDW•G SALES CONTACT INFORMATION

Juan Camargo | (866) 405-6241 |
juancam@cdwg.com

Help and Information: Support | About Us | Privacy Policy | Terms and Conditions

This email was sent to monica.leal@co.hidalgo.tx.us.
Please add cdwsales@cdwemail.com to your address book.

© 2017 CDW LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239
SPS-QC:002 | SPS 1 | Customer#: 11947986 | SPS8a75dd30-bf4e-430d-85e1-d906f8c41a47

<JBZD070.pdf>

VENDOR WEBSITE

Show menu

Competitively solicited and publicly awarded by: Region 4 Education Service Center

Contract #R160201

Contract Term: August 1, 2016 through July 31, 2019

- Technology Solutions
- A Publicly Awarded Contract
- Wide Breadth of Products
- Priority Consulting

NATIONALIPA™ TCPN®
The Cooperative Purchasing Network

Enhanced Portfolio | Unified Focus | Continued Trust

June 16, 2016

Ms. Christina V. Rother
President
CDW Government LLC
230 North Milwaukee
Vernon Hills, Illinois 60061

Re: Award of Contract# R160201

Dear Mr. Boswell:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on June 14, 2016, National IPA~TCPN is pleased to announce after approval of the exceptions as agreed upon in the terms and conditions that CDW Government has been awarded an annual contract for the following, based on the sealed proposal (RFP# 16-02) submitted on May 9, 2016:

Commodity/Service	**Contractor**
Technology & Interactive Whiteboard Solutions Products and Services	CDW Government LLC

This contract award supersedes and replaces your current # R5106 and will be effective August 1, 2016 and will expire on July 31, 2019. As indicated above, your Contract # is R160201. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/National IPA~TCPN and CDW Government LLC.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact me at 713.554.0460.

Sincerely,

Deborah Bushnell

Deborah Bushnell, CTSBO
Contract Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-238833

Date Filed:
07/19/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CDWG
Vernon Hills, IL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
5016-92-00300-5000-9200
TV's and projectors

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

"OFFICIAL SEAL"
MELISSA CHESROW
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/05/2020

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ashley DiLuca, this the 21st day of July, 2017, to certify which, witness my hand and seal of office.

Melissa Chesrow — Melissa Chesrow — Notary Public

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-238833

Date Filed:
07/19/2017

Date Acknowledged:
07/25/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CDWG
Vernon Hills, IL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5016-92-00300-5000-9200
TV's and projectors

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-61040 **Health & Human Services Dept.** **16. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion, consideration and approval to provide letter to Nuestra Clinica Del Valle in support of their application for funding of an essential program that addresses the health care needs of the community.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2017 01:43 PM
Ivan Cantu	Ivan Cantu	08/04/2017 01:59 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Mike Escaname Started On: 08/04/2017 01:30 PM

Final Approval Date: 08/04/2017

THE COUNTY OF HIDALGO TEXAS

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

RAMON GARCIA
County Judge

August 8, 2017

Lucy Ramirez Torres, Chief Executive Officer
Nuestra Clinica Del Valle, Inc.
P. O. Box 1689
Pharr, Texas 78577

RE: Letter of Support for Service Area Competition
HRSA-18-021 CFDA No. 93.224

Dear Mrs. Ramirez Torres:

I write to you to express my support for Nuestra Clinica Del Valle (NCDV) competing application for funding to the Health Resources and Services Administration for Fiscal Year (FY) 2018.

Nuestra Clinica Del Valle proposes to continue providing comprehensive primary and preventive services to the residents of Hidalgo and Starr County. NCDV will offer a complete set of primary health services to its residents at 11 clinic locations. The primary populations served are the uninsured, underinsured and the medically indigent residents. NCDV has served as a link in providing services to meet the medical needs of the people in Hidalgo for over 45 years and expanded into Starr County in 2009. NCDV has the commitment, expertise and resources to successfully maintain a quality primary health care delivery system that is culturally sensitive and affordable.

It is my expectation that Nuestra Clinica Del Valle receive a favorable response to their application for funding of an essential program which addresses the health care needs of the community.

Sincerely,

Ramon Garcia
County Judge

AI-60987 **Health & Human Services Dept.** **16. B.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit grant application to the Texas Department of State Health Services for a ZIKA related health care program. The grant is in the amount of $311,162.00 with a tentative starting date of November 2017 and ending on June 30, 2018 with a renewal of two additional years.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-07X-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2017 10:38 AM
Ivan Cantu	Ivan Cantu	08/04/2017 08:43 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Mike Escaname		Started On: 08/03/2017 07:54 AM
Final Approval Date: 08/04/2017		

Mike Escaname

From: Ruiz,Kevin (DSHS) <Kevin.Ruiz@dshs.texas.gov>
Sent: Wednesday, August 02, 2017 4:18 PM
To: eddie.olivarez@hchd.org; mike.escaname@hchd.org
Cc: Triplett,Jeremy (DSHS); Furdek,Natalie A (DSHS)
Subject: Zika Health Care Services Program - Budget and Face Page information requested
Attachments: DSHSCostsOnlyBudgetTemplateFY2018.xls; Face Page for Hidalgo County HHS.docx; Zika LHD Grantee Work Requirements DRAFT.DOCX

Good afternoon Mr. Olivarez,

Ref: Zika Health Care Services Program

Please use the attached Budget Template to complete a proposed budget for the above project. In addition please complete the attached Face Page (no signature is required on the form). It is critical to notate the signature authority and the program contact in this form. The information included on the face page will be utilized to route the contract through DocuSign. If you prefer for additional individuals to be copied on the contract when sent out please let me know and I can include this in the DocuSign routing process. The DocuSign process will allow you to view and sign the contract electronically.

The budget allocation for the above contact is not to exceed $ 311,162.00. Some logistics to consider while completing your budget are the following:

- **Contract Period**- We are planning on making the contract effective upon execution through 6/30/18. We are projecting due to the multiple reviews and processing for the contract to start in late October or early November. There will be options to renew the contract for an additional 2 terms.

- **Budget-** Please complete the eight category budget and some additional tips for the below categories will be helpful during our review:

    - **Personnel-** It is critical to include in the justification portion if the cost is clinic based or outreach related. As mentioned on the call under the personnel budget it would be helpful to separate the same position by these two settings and notate the appropriate projected percentages. For example:
      Case Manager #1 .6 "Activities conducted in a outreach setting……"
      Case Manager #1 .4 "Activities conducted in a clinic setting …..."

    - **Supplie**s- You may also include start-up expenses such as tablets, desktops, and laptops that are under $5,000. Please note tablets, desktops, and laptops will not be considered in the subsequent years.
    - **Equipment-** Equipment items will not be considered under this contract.

Submit the completed Budget and Face Page to me, by Tuesday, August 8, 2017 by close of business or earlier if possible.

As a reminder, the budget templates are locked to prevent the deletion of formulas. Budgets will only be accepted on the new budget templates labeled FY 2018.

- Dollar amounts in the budget must be in whole numbers.
- Please limit FTEs to two decimal places.
- Please do not use cents or create formulas in the Excel cells.

Please contact me regarding any questions.

Sincerely,

Kevin Ruiz, CTCM, CTPM
Contract Manager
Texas Department of State Health Services
Family and Community Health Services Division
Performance Management Unit, MC 1914
Contract Development and Support Branch
P.O Box 149347
Austin, TX. 78714-9347

512-776-2192 Phone
512-776-7713 Fax
Kevin.Ruiz@dshs.texas.gov

TEXAS Health and Human Services | Texas Department of State Health Services

Please note My email address has changed to reflect @dshs.texas.gov domain. Please be sure to update your contact information with the new address.

AI-60962 **Health & Human Services Dept.** **16. C.**

CC - REGULAR

Meeting Date: 08/08/2017

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

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Request approval to pay for out of county travel and other out of pocket expenses for 1115 Waiver Consultant, Kevin Nolting, dba Nolting Consulting LLC as per the Consulting Services Contract. (Travel for RHP 5 Anchor Stakeholder meeting on August 23, 2017.) Total expenditures are estimated at $627.01

BACKGROUND

Original consulting services agreement approved by CC on 2-11-14 (AI #42990)
1st Amendment to the agreement approved by CC on 10-13-15 (AI #51443)
2nd Amendment to the agreement approved by CC on 6-20-16 (AI #54882)

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-444-00-240-005-0-585

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

BUDGETARY IMPACT:

Funds available as of 8-2-17.

Attachments

Meeting Schedule Email
Travel Estimate Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2017 11:22 AM
Ivan Cantu	Ivan Cantu	08/02/2017 04:34 PM
Final Approval	Veronica Ortiz	08/03/2017 08:12 AM
Ivan Cantu	Ivan Cantu	08/03/2017 08:21 AM
Ivan Cantu	Ivan Cantu	08/03/2017 08:22 AM
Form Started By: Dairen Sarmiento		Started On: 08/02/2017 10:49 AM
Final Approval Date: 08/03/2017		

Dairen Sarmiento

Subject: RHP 5 Public Stakeholder Meeting
Location: Ken Jones Board Room (Building B) Lower Rio Grande Valley Development Council, 301 W. Railroad St. Weslaco, Texas 78596

Start: Wed 8/23/2017 9:00 PM
End: Wed 8/30/2017 12:00 AM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Ricardo Salinas

Dear Performing Providers,

The RHP 5 Anchor will be holding a stakeholders meeting on Wednesday August 23, 2017 from 9:00 am – 12:00 pm in the Ken Jones Board Room (Building B) at the Lower Rio Grande Valley Development Council, 301 W. Railroad St. Weslaco, Texas 78596. The purpose of the stakeholders meeting is to begin discussion on how the unused funds of $4,797,112.00 will be disseminated to the performing providers. Every provider who is interested in applying for the remaining unused funds must present a proposal on how they will be utilizing the unused funding. Should you have any question or concerns, please don't hesitate to contact me.

Respectfully,

Rick Salinas, B.ED, MPA

Hidalgo County Human Services

1115 Waiver Coordinator II

1304 S. 25th Ave.

Edinburg, Texas 78542

956-318-2011 ext. 7371

Dairen Sarmiento

From: Ricardo Salinas <ricardo.salinas@hchd.org>
Sent: Wednesday, August 02, 2017 4:48 PM
To: Dairen Sarmiento
Subject: FW: Nolting Travel Estimate - RE: RHP 5 Stakeholder Meeting

---

From: Cheryl Nolting [mailto:cnolting@noltingconsulting.com]
Sent: Wednesday, August 02, 2017 4:48 PM
To: Ricardo Salinas
Cc: Kevin Nolting
Subject: Nolting Travel Estimate - RE: RHP 5 Stakeholder Meeting

Hello Rick,
Here is the estimate for Kevin Nolting's travel for the 1st RHP 5 state holder meeting on August 23, 2017 9:00 am – 12:00 pm.

Airfare:	$301.96
Airport Parking:	$ 20.00
Rental Car:	$ 69.31
Fuel:	$ 50.00
Hotel:	$110.74
Meals:	$ 75.00
Estimated Total:	$627.01

Please let me know if you have any questions, or need further information. Thank you,
Cheryl

Cheryl Nolting
Kevin Nolting Consulting, LLC
512-506-8711
cnolting@noltingconsulting.com

From: Ricardo Salinas [mailto:ricardo.salinas@hchd.org]
Sent: Wednesday, August 02, 2017 9:27 AM
To: Kevin Nolting <knolting@noltingconsulting.com>
Subject: RE: RHP 5 Stakeholder Meeting

Perfect. Please make your travel arraignments so that I can put it on the agenda for CC approval on 8/8/17. Thank you.

Rick

From: Kevin Nolting [mailto:knolting@noltingconsulting.com]
Sent: Wednesday, August 02, 2017 8:40 AM
To: Ricardo Salinas
Subject: RE: RHP 5 Stakeholder Meeting

Works for me.

From: Ricardo Salinas [mailto:ricardo.salinas@hchd.org]
Sent: Tuesday, August 01, 2017 4:48 PM
To: Kevin Nolting <knolting@noltingconsulting.com>
Subject: RHP 5 Stakeholder Meeting

Kevin,

Good afternoon. I hope all is well. We are going to be conducting the 1st RHP 5 state holder meeting August 23, 2017 9:00 am – 12:00 pm. Flying into Harlingen would be your best option. Please let me know what if this date works for you. We have the room reserved and its at a neutral location.

Ken Jones Board Room (Building B)
Lower Rio Grande Valley Development Council
301 W. Railroad ST.
Weslaco, TX 78596

Respectfully,

Rick Salinas, B.ED, MPA
Hidalgo County Human Services
1115 Waiver Coordinator II
1304 S. 25th Ave.
Edinburg, Texas 78542
956-318-2011 ext. 7371
956-318-2019 fax
956-746-6018 cell
ricardo.salinas@hchd.org

AI-60740 **Health & Human Services Dept.** **16. D.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit application to the National Association of County and City Health Officials to participate in the Project Public Health Ready cohort. The Project Public Health Ready is a criteria-based public health preparedness program that assesses local health department capacity and capability to plan for, respond to and recover from public health emergencies.

BACKGROUND

09/01/15 - AI-51061 - Approval to submit Intent to Apply form.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1293-441-00-340-005-0-890

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

BUDGETARY IMPACT:

Application fee is $2,500.00. Funds will be available in this account once AI-60598 is approved on 07/25/17.
Requisition # 346587

Attachments

NACCHO PPHR
PPHR Flyer
Fees n Ext Info

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/18/2017 02:29 PM
Merlen P. Munoz	Merlen P. Munoz	07/19/2017 09:03 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Mike Escaname		Started On: 07/18/2017 11:46 AM
Final Approval Date: 08/04/2017		

Programs

- Community Health
- Environmental Health
- Public Health Infrastructure and Systems
- Public Health Preparedness

Other Topics

- Research at NACCHO
- Winnable Battles
- Big Cities Health Coalition
- Demonstration Sites
- Funding Opportunities
- Health Reform
- Health Equity and Social Justice
- Model Practices
- Peer Assistance Network
- Workforce Training
- Programs A-Z

Programs and Activities > Public Health Preparedness

Project Public Health Ready

Overview | Current Applicants | National Reviewers | Resources | Staff Contacts

Project Public Health Ready (PPHR) is a criteria-based public health preparedness program that assesses local health department (LHD) capacity and capability to plan for, respond to, and recover from public health emergencies. PPHR aims to protect the public's health and increase the public health infrastructure by equipping local health departments with sustainable tools to plan, train, and exercise using a continuous improvement model.

Since 2004, nearly 400 LHDs have been recognized as meeting all the PPHR requirements individually or working collaboratively as a region. Click on states in blue below to view the PPHR-recognized LHDs in that state.

Please visit our PPHR Overview page to learn more about the program and how your health department can become involved.

Current PPHR applicants in need of resources to assist them with developing their applications should visit our Current Applicants page.

To learn more about the opportunity to serve as a reviewer for PPHR applications, please visit our PPHR National Reviewer page.

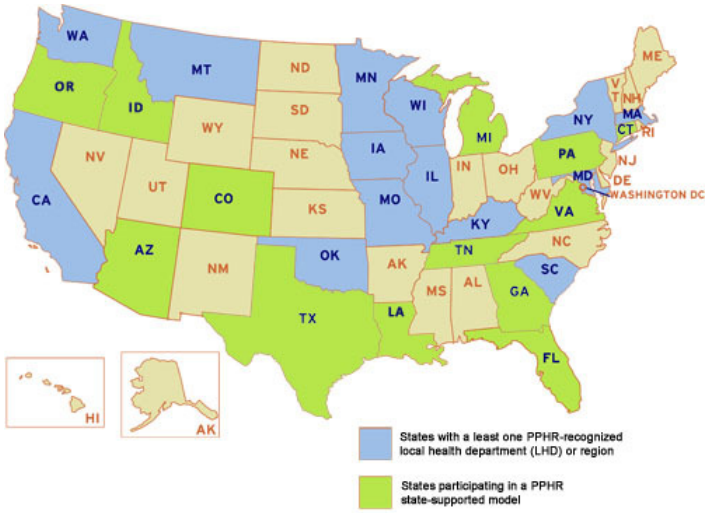
In the Spotlight

8 Agencies Achieve Project Public Health Ready Recognition

NACCHO's Project Public Health Ready (PPHR) has recognized 8 local health agencies for their ability to plan for, respond to and recover from public emergencies. Seven agencies from FL, LA, MI, and TN earned PPHR recognition for the first time, and one agency from VA achieved PPHR re-recognition status.

PPHR aims to protect the public's health and increase the public health infrastructure by equipping local health departments with sustainable tools to plan, train, and exercise using a continuous improvement model.

PPHR recognition reflects an agency's dedication necessary to complete the application process and commitment to public health preparedness.NACCHO extends its congratulations to the PPHR recognized agencies for their exceptional accomplishment!



View by State

Arizona
California
South Carolina
Tennessee

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SHARE

Related Content

- NACCHO Preparedness Brief
- PPHR Criteria Version 7.1
- PPHR Toolkit
- Upcoming Events

Featured Content

Building and Sustaining Strong Partnerships between Pharmacies and Health Departments at State and Local Levels
Learn how to form a partnership with pharmacies to prepare for an emergency.

Marketing Matters - Strategies to Reduce Unhealthy Food and Beverage Marketing to Young Children

2016 Preparedness Summit
NACCHO Conference: April 19 -22, 2016 Dallas, TX

GET TO KNOW YOUR PLANS!

Participate in Texas Project Public Health Ready (PPHR)

As public health preparedness professionals we continually write and improve our plans to respond to the threats our population faces. However, are these plans the best they can be and is your staff truly trained and tested on those plans? The PPHR process initiates an in-depth analysis of your plans, workforce competency and exercise evaluation. The following activities and principles guiding the PPHR process aim to strengthen your health department's preparedness program:

- **Continuous Quality Improvement—**Find the gaps in your plans and put together a plan of action
- **Complete the cycle—**Evaluate and create the connectivity needed between your plans, trainings, and exercises
- **Peer Review—**Your plans will be reviewed and helpful feedback will be provided from fellow local public health preparedness practitioners
- **Make connections—**The process perpetuates conversations between planning partners within your health department and the entire jurisdiction

For more information, visit the NACCHO PPHR page: http://www.naccho.org/topics/emergency/PPHR/

The deadline for the Intent to Apply is October 31st.

TEXAS Department of State Health Services

To become a part of the next cohort please contact PPHR Team Lead Donald Sheahan at the Texas Department of State Health Services: Donald.Sheahan@dshs.texas.gov

Mike Escaname

From: Sheahan,Donald (DSHS) <Donald.Sheahan@dshs.state.tx.us>
Sent: Tuesday, August 25, 2015 2:00 PM
To: Mike Escaname
Cc: eddie.olivarez@hchd.org; Damis,Bryan (DSHS); Simanek,Michelle (DSHS)
Subject: RE: Question on PPHR Cohort Fees

Hello Mr. Escaname,

I am glad to hear that you are interested in participating in PPHR. I truly believe that PPHR is a great way to verify that your plans, training, and exercise programs are current and accurate.

If you do decide to apply, Hidalgo County would have to submit a check or purchase order for the $2,500 intent to apply form by October 31, 2015 and the $2,500 application fee by August 31, 2016. Once I verify that NACCHO has received each payment, I will initiate the process to have the various agencies reimbursed. The bad news, this will take a couple of months. The good news, DSHS will pay the entire $5,000. The agency will not have to provide any match. One other point – if you decide that you need more time to complete the application, NACCHO will give you an extra year to complete. If you do require an extension, you will be required to supply information relevant to the 2017 application.

Thank you and let me know if you have any other questions or concerns.

Don Sheahan, PMP
Health Emergency Preparedness and Response Section (HEPRS), Room G406.3
Regional & Local Health Services (RLHS) Division
Texas Department of State Health Services
P.O. Box 149347
Austin, TX 78714-9347
(p) 512.776.6257 (f) 512.776.7472

From: Mike Escaname [mailto:mike.escaname@hchd.org]
Sent: Tuesday, August 25, 2015 1:13 PM
To: Sheahan,Donald (DSHS)
Cc: eddie.olivarez@hchd.org
Subject: Question on PPHR Cohort Fees

Hello Mr. Sheahan:

Hidalgo County Health & Human Services will be submitting an Intent to Apply for the next PPHR cohort.

In doing so; however, the following question has arisen.

How will DSHS process the payment for the related fees (Intent to Apply, $2,500 & Application $2,500)?

Will Hidalgo County have to pay the fees first and then obtain reimbursement from DSHS? Or, Will DSHS pay the fees directly to NACCHO?

Since we require our Commissioner's Court approval to participate, we need to provide them with this information.

Any information you can provide will be greatly appreciated.

Regards,

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

****

Hello everyone,

I hope your summer has been going well.

Project Public Health Ready (PPHR) is nearing completion for this year.

All local health departments who have applied will be submitting their applications to NACCHO by the end of this month. Texas has three LHDs applying for this year: City of El Paso Department of Public Health, City of Laredo Health Department, and Harris County Environmental and Public Health Services.

The next PPHR cycle will begin in October 2015. Williamson County and Cities Health District has already submitted their Intent to Apply form for the 2015-2016 cycle.

Attached you will find a flyer highlighting the benefits of participating in PPHR. Do not let the $5,000 costs be a barrier for your participation. DSHS will pay the $2,500 Intent to Apply and the $2,500 Application fee for those departments that wish to participate in the 2015-2016 cycle.

If you feel that you would like to be involved in this extremely valuable project, or if you have any questions concerning PPHR, please contact Don Sheahan at Donald.Sheahan@dshs.state.tx.us. The deadline for the Intent to Apply is October 31st, 2015.

Thank you.

Don Sheahan, PMP
Health Emergency Preparedness and Response Section (HEPRS), Room G406.3
Regional & Local Health Services (RLHS) Division
Texas Department of State Health Services
P.O. Box 149347
Austin, TX 78714-9347
(p) 512.776.6257 (f) 512.776.7472

Mike Escaname

From: Nancy Trevino <nancy.trevino@hchd.org>
Sent: Friday, April 22, 2016 8:29 AM
To: Eva Rubio
Cc: Eddie Olivarez; 'Josie Escalante'; mike.escaname@hchd.org
Subject: FW: Hidalgo County Requesting a One-Year Extension on PPHR

Importance: High

Eva,
I want to make sure that you are aware of this.
I know you were Cc'd in the email from Don Sheehan and in my response.
Thank you,
Nancy

Nancy Pearl Trevino, MS, CPS, ICPS
Public Health Emergency Preparedness
Asst. Coordinator
Hidalgo County Health and Human Services
1304 S. 25th Ave.
Edinburg, TX 78539

Office: 956-318-2426 Ext. 7337
fax: 956-318-2431
email: nancy.trevino@hchd.org

***Confidentiality Notice: This email message, including any attachments, contains or may contain confidential information intended only for the addressee. If you are not an intended recipient of this message, be advised that any reading, dissemination, forwarding, printing, copying or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by reply message and delete this email message and any attachments from your system. ***

From: Sheahan,Donald (DSHS) [mailto:Donald.Sheahan@dshs.state.tx.us]
Sent: Thursday, April 21, 2016 1:30 PM
To: Nancy Trevino
Cc: Eva Rubio; Eddie Olivarez; Damis,Bryan (DSHS); Simanek,Michelle (DSHS); Clements,Bruce W (DSHS); Sarah Summers (SSummers@naccho.org); Madison Ferraro (MFerraro@naccho.org)
Subject: Hidalgo County Requesting a One-Year Extension on PPHR

Hello Nancy,

It was great seeing and talking with you at the Preparedness Summit. I wanted to reiterate what we discussed.

You have indicated that Hidalgo County would like a one-year extension on their Project Public Health Ready (PPHR) application. The state PPHR team has discussed this and believes that this is the best course of action to take. There are some issues you will want to address during this next year.

1. Assign one individual who will be your main PPHR coordinator.
2. Identify and document subject matter experts (SMEs) from other health department program areas who will be responsible for their specific areas of expertise.
3. Conduct a Gap Analysis. Please have your Gap Analysis completed by September 30, 2016 and email to me.
4. Develop a local timeline that is coordinated with the state timeline.

This should get you started in the right direction. Feel free to reach out to Michelle, Bryan, or me if you have any questions or concerns.

Take care.

Don Sheahan, MBA, PMP
Health Emergency Preparedness and Response Section (HEPRS), Room G406.3
Regional & Local Health Services (RLHS) Division
Texas Department of State Health Servic
P.O. Box 149347
Austin, TX 78714-9347
(p) 512.776.6257 (c) 512.913.2987

AI-60743 **Health & Human Services Dept.** **16. E.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Memorandum of Agreement between Coastal Bend Regional Advisory Council and Hidalgo County. The purpose of the Agreement is to outline the responsibilities of each party in the area of Healthcare Preparedness Capabilities.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

MOA

Legal Review

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/18/2017 02:30 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Mike Escaname Started On: 07/18/2017 01:59 PM

Final Approval Date: 08/04/2017

Coastal Bend Regional Advisory Council (CBRAC)

P.O. Box 18460, Corpus Christi, TX, 78480
361-939-7177 phone 361-939-7117 fax
www.cbrac.org

Coastal Bend Regional Advisory Council (CBRAC)
Hospital Preparedness Program (HPP)
Memorandum of Agreement

Background

The US Department of Health & Human Services (HHS) provides funding for community preparedness and hospital preparedness. The HHS funding is awarded via two separate but interrelated cooperative agreements. HHS Centers for Disease Control and Prevention (CDC) provides funds for strengthening public health preparedness to address bioterrorism, outbreaks of infectious diseases and public health emergencies. This funding stream focuses on the critical tasks necessary for the public health community to prepare for and respond to a terrorist event or other public health emergencies, emphasizing integrated response systems. The ability to quickly and effectively distribute preventive medication in affected areas is one of the nation's top priorities to be addressed by these funds.

Hospital Preparedness Program (HPP) – The HHS Office of the Assistant Secretary for Preparedness and Response (OASPR) provides funds for states to develop hospital response capability (for responding to All Hazards Events), through the HPP. This program includes the identification of available hospital beds, development of a regional healthcare coalition for preparedness, development of an advance registration system for identifying additional healthcare personnel, development of a healthcare recovery system, planning for mass fatalities, evaluation and strengthening of plans into local and regional plans, development of surge capacity, incident information sharing, and responder health and safety. Healthcare facilities and healthcare delivery systems play a critical role in both identifying and responding to any potential natural disaster, terrorism attack or infectious disease outbreak.

To accomplish these goals, HHS has developed Healthcare Capabilities. These capabilities describe demonstrable criteria that must be achieved as a condition of accepting OASPR HPP funds.

The funding is provided to the Texas Department of State Health Services (DSHS). For preparedness efforts in the Trauma Service Areas (TSA-U, -T and -V). DSHS has contracted with the Coastal Bend Regional Advisory Council, hereinafter referred to as CBRAC for the implementation of the four (4) Healthcare Capabilities of the OASPR HPP.

PURPOSE

The purpose of this agreement between the Coastal Bend Regional Advisory Council (CBRAC) – as the DSHS subcontractor – and Hidalgo County, is to outline the responsibilities of each party. As a condition of grant funds participation, the Health Care Coalition (HCC) member agrees to:

1. Work to achieve Healthcare Preparedness Capabilities and performance measures.
2. Maintain minimum levels of readiness.
3. Participate in planning and exercises.
4. Monitor progress for each capability as described by OASPR Texas Hospital Preparedness Program.

A summary of the capabilities pertaining to healthcare facilities is shown in the Conditions section of this agreement. The full listing of the capabilities and DSHS annual requirements as described in the HPP Grant Year Work Plan is available upon request.

CONDITIONS

The Coastal Bend Regional Advisory Council (CBRAC), TSA-U, administers the HPP funds as a contractor of DSHS. As a contractual requirement for the HPP Work Plan, a Healthcare Coalition (HCC) must be created and consist of healthcare facilities/providers in each TSA area, TSA-T, TSA-U and TSA-V. Examples of membership include but are not limited to, EMS providers, Emergency Management/Public Safety, Public Health Department, long term care providers, mental/behavioral health providers, private entities associated with healthcare (e.g. hospital associations) specialty service providers (e.g. dialysis, pediatrics, women's health, stand-alone surgery, urgent care), support service providers (e.g. laboratories, pharmacies, blood banks, poison control), primary care providers, community health centers, tribal healthcare and federal entities, representatives of Emergency Medical Services, as well as other interested agencies and individuals.

HCC Members agree to participate in all actual emergency response activities in the region.

HCC Members agree to comply with the CBRAC procurement process outlined in the DSHS Contractors Financial Procedures Manual and understand that HCC expenditure decisions are developed on a consensus basis to address required HPP capabilities and related goals. A summary of both parties' responsibilities follows:

CBRAC Responsibilities:

- CBRAC shall perform activities in support of the Department of State Health Services (DSHS) Cooperative Agreement (CA) from the ASPR Healthcare Preparedness Program and Centers for Disease Control and Prevention (CDC) FFY18 Cooperative Agreements.

- CBRAC shall provide services in the following counties: Aransas, Bee, Brooks, Cameron, Duval, Hidalgo, Jim Hogg, Jim Wells, Kenedy, Kleberg, Live Oak, McMullen, Nueces, Refugio, San Patricio, Starr, Webb, Willacy, and Zapata.
- CBRAC in its role as regional Hospital Preparedness Program implementation contractor, shall administer the available federal HPP services funds as specified in this Cooperative Agreement, lead the efforts to establish and implement regional Healthcare Coalitions and assist DSHS HPP in the administration, planning and evaluation of services.
    - If available, distribute equipment, supplies and services to participating members according to the HPP distribution/work plan in support of and in compliance with the OASPR guidelines.
    - Ensure compliance with the DSHS HPP contract, including monitoring of the progress of required capabilities.
    - Provide administrative support to the HPP main meetings and HPP workgroups.
    - Represent the HPP in the DDC, EOC, RHMOC or MACC. In planning for exercises, and other pertinent meetings on an "as needed" basis.
    - Report periodically to member hospital/facility senior leadership on the status of reaching benchmark metrics.

- CBRAC staff shall enhance the ability of participating hospitals and healthcare organizations to improve healthcare surge capacity and enhance community and hospital preparedness for public health emergencies by conducting activities at the local/regional level related to Healthcare Preparedness Capabilities designated by the ASPR HPP FY18 Cooperative Agreements.

- CBRAC staff shall represent HPP HCC members at multi-jurisdictional planning meetings that address public health and medical service issues.

- CBRAC cannot require HPP HCC members to pay a "membership fee" as a condition of receiving HPP funds or as a means of recovering HPP related costs.

- CBRAC in TSA –T, U & V staff shall conduct and facilitate the local/regional HPP HCC meetings and provide materials as needed in each respective area.

- All CBRAC staff shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines including, but not limited to, the following:

The Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Cooperative Agreement, Department of Health and Human Services, Office of Assistant Secretary for Preparedness and Response (ASPR) and Centers for Disease Control and Prevention (CDC);

2017 – 2022 Health Care Preparedness and Response Capabilities, Office of the Assistant Secretary for Preparedness and Response, November 2016. https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capablities.pdf

National Response Framework located at http://www.fema.gov/pdf/emergency/nrf/nrf-core.pdf

State of Texas Emergency Management Plan, Annexes and Appendices located at: http://www.txdps.state.tx.us/dem/downloadableforms.htm

Texas Homeland Security Strategic Plan located at: https://www.preparingtexas.org/Resources/documents/Texas%20HS%20Strategic%20Plan%202015-2020.pdf

Medical Surge Capacity and Capability (MSCC) A Management System for Integrating Medical and Health Resources during Large-Scale Emergencies, The CNA Corporation, September 2007 or latest version located at:

http://www.phe.gov/preparedness/planning/mscc/handbook/pages/default.aspx

OSHA Best Practices for Hospital-Based First Receivers of Victims from Mass Casualty Incidents involving the Release of Hazardous Substances. Located at:

http://www.osha.gov/dts/osta/bestpractices/html/hospital_firstreceivers.html

Most current Texas Statewide Communications Interoperability Plan located at: http://www.dps.texas.gov/LawEnforcementSupport/communications/interop/txicc/scip.htm

Licensing Of Wholesale Distributors Of Prescription Drugs -Including Good Manufacturing *Practices (25* Texas Administrative Code, §§229.419 – 229.430):

http://www.dshs.state.tx.us/dmd/

- CBRAC staff shall develop, implement, and maintain a system for accurately tracking expenditures by participating hospitals, healthcare entities, or any other entities that receive funds, reimbursement, equipment, or supplies purchased with HPP funds.

- CBRAC staff, as part of the regional HPP Healthcare Coalition Development, shall coordinate activities and healthcare systems preparedness response plans

within each TSA regional safety/emergency response agencies, hospitals, and other healthcare providers, community health centers, long-term care providers, local health departments, DSHS Health Service Region staff, and Councils of Government (COG), Emergency Medical Services (EMS) providers mental/behavioral health providers, private entities associated with healthcare, specialty service providers, support service providers, primary care providers, Tribal Healthcare, and federal entities, etc. This coordination shall be conducted in accordance with the ASPR FFY18 HPP Cooperative Agreement, and the tiered response outlined in the MSCC Management System handbook. Regional HPP Healthcare /Coalitions must include other emergency response partners at meetings during which allocation of HPP funds are discussed and when the tiered hospital response system is addressed.

- CBRAC staff must ensure that all HPP participating hospitals and health care facilities participate in at least one regional or statewide HSEEP-based functional or full-scale exercise during the five-year project period (SFY 17 – healthcare SFY 22) and test all of the preparedness capabilities. All other HPP funded exercises shall test, as a minimum, components of Capability 2: Health Care and Medical Response Coordination; Objective 2: Utilize Information Sharing Procedures and Platforms; Activity 1: Develop Information Sharing Procedures and Objective 3: Coordinate Response Strategy, Resources, and Communications: Activity 1: Identify and Coordinate Resource Needs during an Emergency. Also during this exercise, at least one healthcare preparedness capability must be tested.

- CBRAC staff shall also participate in statewide exercises planned by DSHS or other state and federal agencies, as needed, to assess the response capacity and capability of the regional HPP to respond to a terrorism event, outbreak of infectious disease, and other public health threats and emergencies.

- CBRAC staff shall prepare and submit to DSHS Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise after-action reports and improvement plans that document required corrective actions for identified gaps or weaknesses in hospital preparedness plans within ninety (90) days of the exercise.

- CBRAC staff will be required to provide DSHS situational awareness during drills, emergencies and disasters that are related to healthcare preparedness in their assigned TSA region.

- CBRAC staff shall allow DSHS to conduct on-site quality assurance reviews of Contractor and participating hospitals/healthcare facilities and medical service providers as deemed necessary by DSHS. Contractor shall require access for DSHS and federal personnel for monitoring purposes in its agreements with the hospitals/facilities.

- CBRAC staff shall monitor all subcontractors, including participating hospitals/healthcare facilities and medical service providers and ensure that they are tracking, and have an inventory system for all HPP funded equipment.

Participating Healthcare Facility Responsibilities:

1. Designate - Healthcare Preparedness Coalition Committee Representative per agency.

2. Representative or designee will attend at least 75% of regularly scheduled meetings of CBHCPC, or TSA-T and TSA-V, Healthcare Preparedness Coalition Committee, and be responsible for participation in committee discussions and disseminating HPP information and actions to the facility they represent.

3. Education and Preparedness Training: The Healthcare Coalition Member will continue to participate in education and preparedness training opportunities and programs for healthcare personnel, both pre-hospital and hospital based, that will respond to an incident or emergency in accordance with the healthcare preparedness capabilities noted below. Training and education should be linked to exercises/drills.

4. Exercises, Evaluations, and Corrective Actions: The Healthcare Coalition Member will continue to participate in drills, exercises, and responses in conjunction and collaboration with local, regional, State, and Federal partners. Exercises should address the capabilities listed below and should address special need population's requirements. Evaluations (after action reviews) will be completed after each exercise and corrective action implemented as a result of the evaluations.

5. Addressing the Needs of "At Risk" Populations: Capabilities will be addressed in such a way that the needs of "at risk" patient populations are accounted for in planning. "At Risk" populations are defined as children, pregnant women, senior citizens, and other individuals that have special needs to include those with chemical dependency and mental health issues.

The Four Health Care Preparedness and Response Capabilities are:

Capability 1: Foundation for Health Care and Medical Readiness
Goal of Capability 1: The community's5 health care organizations and other stakeholders—coordinated through a sustainable HCC—have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, training, exercising, and managing resources.

Capability 2: Health Care and Medical Response Coordination
Goal of Capability 2: Health care organizations, the HCC, their jurisdiction(s), and the ESF-8 lead agency plan and collaborate to share and analyze information, manage and share resources, and coordinate strategies to deliver medical care to all populations during emergencies and planned events.

Capability 3: Continuity of Health Care Service Delivery
Goal of Capability 3: Health care organizations, with support from the HCC and the ESF-8 lead agency, provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure. Health care workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or, ideally, improved operations.

Capability 4: Medical Surge
Goal of Capability 4: Health care organizations—including hospitals, EMS, and out-of-hospital providers—deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery system's transition to contingency and crisis surge response6 and promotes a timely return to conventional standards of care as soon as possible.

2017-2022 Health Care Preparedness and Response Capabilities
Summary of Capabilities followed by Objectives and Activities

Capability1: Foundation for Health care and Medical Readiness

- O1) Establish and Operationalize a Health Care Coalition.
  - A1) Define Health Care Coalition Boundaries
  - A2) Identify Health Care Coalition Members
  - A3) Establish Health Care Coalition Governance
- O2) Identify Risk and Needs
  - A1) Assess Hazard Vulnerabilities and Risks
  - A2) Assess Regional Health Care Resources
  - A3) Prioritize Resource Gaps and Mitigation Strategies
  - A4) Assess Community Planning for Children, Pregnant Women, Seniors, Individuals with Access and Functional Needs, Including People with Disabilities, and Others with Unique Needs
  - A5) Assess and Identify Regulatory Compliance Requirements
- O3) Develop a Health Care Coalition Preparedness Plan
- O4) Train and Prepare the Health Care and Medical Workforce
  - A1) Promote Role-Appropriate National Incident Management System Implementation

A2) Educate and Train on Identified Preparedness and Response Gaps
A3) Plan and Conduct Coordinated Exercises with Health Care Coalition Members and Other Response Organizations
A4) Align Exercises with Federal Standards and Facility Regulatory and Accreditation Requirements
A5) Evaluate Exercises and Responses to Emergencies
A6) Share Leading Practices and Lessons Learned

O5) Ensure Preparedness is Sustainable
A1) Promote the Value of Health Care and Medical Readiness
A2) Engage Health Care Executives
A3) Engage Clinicians
A4) Engage Community Leaders
A5) Promote Sustainability of Health Care Coalitions

Capability 2: Health Care and Medical Response Coordination

O1) Develop and Coordinate Health Care Organizations and Health Care Coalition Response Plans
A1) Develop a Health Care Organization Emergency Operations Plan
A2) Develop a Health Care Coalition Response Plan

O2) Utilize Information Sharing Procedures and Platforms
A1) Develop Information Sharing Procedures
A2) Identify Information Access and Data Protection Procedures
A3) Utilize Communications Systems and Platforms

O3) Coordinate Response Strategy, Resources, and Communications
A1) Identify and Coordinate Resource Heeds during an Emergency
A2) Coordinate Incident Action Planning During an Emergency
A3) Communicate with Health Care Providers, Non-Clinical Staff, Patients and Visitors during an Emergency
A4) Communicate with the Public during and Emergency

Capability 3: Continuity of Health Care Service Delivery

O1) Identify Essential Functions for Health Care Delivery

O2) Plan for Continuity of Operations
A1) Develop a Health Care Organization Continuity of Operation Plan
A2) Develop a Health Care Coalition Continuity of Operations Plan
A3) Continue Administrative and Finance Functions
A4) Plan for Health Care Organization Sheltering-in-Place

O3) Maintain Access to Non-Personnel Resources during an Emergency
A1) Assess Supply Chain Integrity
A2) Assess and Address Equipment, Supply, and Pharmaceutical Requirements

O4) Develop Strategies to protect Health Care Information Systems and Networks

O5) Protect Responders' Safety and Health

A1) Distribute Resources Required to Protect the Health Care Workforce
A2) Train and Exercise to Promote Responders' Safety and Health
A3) Develop Health Care Worker Resilience

O6) Plan for and coordinate Health Care Evacuation and Relocation
A1) Develop and Implement Evacuation and Relocation Plans
A2) Develop and Implement Evacuation Transportation Plans

O7) Coordinate Health Care Delivery System Recovery
A1) Plan for Health Care Delivery System Recovery
A2) Assess Health Care Delivery System Recovery after an Emergency
A3) Facilitate Recovery Assistance and Implementation

Capability 4: Medical Surge

O1) Plan for Medical Surge
A1) Incorporate Medical Surge Planning into a Health Care Organization Emergency Operations Plan
A2) Incorporate Medical Surge into an Emergency Medical Services Emergency Operations Plan
A3) Incorporate Medical Surge into a Health Care Coalition Response Plan

O2) Respond to a Medical Surge
A1) Implement Emergency Department and Inpatient Medical Surge Response
A2) Implement Out-of-Hospital Medical Surge Response
A3) Develop an Alternate Care System
A4) Provide Pediatric Care during a Medical Surge Response
A5) Provide Surge Management during a Chemical or Radiation Emergency Event
A6) Provide Burn Care during a Medical Surge Response
A7) Provide Trauma Care during a Medical Surge Response
A8) Respond to Behavioral Health Needs during a Medical Surge Response
A9) Enhance Infections Disease Preparedness and Surge Response
A10) Distribute Medical Countermeasures during a Medical Surge Response
A11) Manage Mass Fatalities

Funding Restrictions which apply to COUNTY and 911 PROVIDER recipients are as follows:

- Recipients may not use funds for fund raising activities or lobbying;
- Recipients may not use funds for research;
- Recipients may not use funds for construction or major renovations;

- Recipients may not use funds for clinical care;
- Recipients may not use funds to purchase vehicles;
- Recipients may not use funds for reimbursement of pre-award costs;
- Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.

TERM

1. The terms of this agreement will commence on July 1, 2017 and continue in full force and in effect until June 30, 2022. This agreement will have a final end date of June 30, 2022, unless terminated sooner as provided herein.

2. Either Party may terminate this Agreement upon providing 30 days prior written notice of the intended date of termination. Termination of agreement would include the timely return of HPP-associated funds and equipment. Should the HCC Member elect to terminate this Agreement and such termination is not the result of a material breach of this agreement by the HCC Member shall bear the costs of the return of any unused HPP funds and all preparedness equipment and supplies to CBRAC. In all other circumstances, including the HCC Member decision to not renew this agreement beyond the term set forth herein, the HCC Member shall bear the costs of the return of any unused HPP funds and all preparedness equipment and supplies to CBRAC.

    (a) The Subcontractor/Participating Healthcare Coalition Member may retain preparedness equipment and supplies received as part of the HPP, with conditions as follow below. In order to do so, the Healthcare Coalition Member must agree to:

        (i) Certify in writing that the Healthcare Coalition Member will continue to fulfill an active role with DSHS – EMTF 11, the local or regional emergency management system or response plan and continue to be a Healthcare Coalition Member in the community.
        (ii) Should the terminating Healthcare Coalition Member elect to fully disassociate from the HPP program, then all received supplies and equipment including equipment purchased by the Healthcare Coalition Member and the Healthcare Coalition Member received reimbursement as part of the HPP program, must be returned at the Healthcare Coalition Member's expense to CBRAC.
        (iii) Healthcare Coalition Member ceases operations and/or no longer a Healthcare Coalition Member, experience business closure, bankruptcy proceedings, otherwise meets the provisions of section 2, ii, the Healthcare Coalition Member will immediately notify CBRAC. Then all received supplies and equipment including equipment purchased by the Healthcare Coalition Member and the Healthcare Coalition Member receive reimbursement part of the

HPP program and retained by that Healthcare Coalition Member, as designated on property transfer documents, and which are determined by CBRAC as retaining value to the HPP program, must be returned at that Healthcare Coalition Member expense to CBRAC.

(b) The Healthcare Coalition Member which ceases operations and/or is no longer a Healthcare Coalition Member, including business closure or bankruptcy proceedings, shall notify CBRAC immediately and arrange for the transfer or return of all funds, received supplies, and equipment including equipment purchased by the Healthcare Coalition Member and received reimbursement as part of the HPP program, must be returned. Such transfer of equipment shall be accompanied by closure inventory and transfer documentation.

3. The Healthcare Coalition Member which experiences a change in ownership or similar circumstances, which invalidates the previous commitment to the HPP as agreed herein, shall notify CBRAC of this change in status. The Healthcare Coalition Member may continue to participate in the program by submission of this agreement and the accompanying mutual aid agreement, under new signature to CBRAC. Failure to submit a new agreement in a timely manner shall be considered as a termination indicated in section 2.i above.

4. The Healthcare Coalition Member must have an executed agreement with Coastal Bend Regional Advisory Council (CBRAC) to participate with the Department State Health Services - Emergency Medical Task Force 11(DSHS – EMTF 11) or enter into an agreement with CBRAC to participate with the DSHS - EMTF 11 within ninety days of this executed agreement with CBRAC. If the Healthcare Coalition Member does not enter into an agreement with CBRAC to participate with DSHS – EMTF 11 or does not maintain an active agreement with CBRAC to participate with DSHS – EMFT 11, then all received supplies and equipment including equipment purchased by the Healthcare Coalition Member and Healthcare Coalition Member received reimbursement as part of the HPP program, must be returned at that Healthcare Coalition Member's expense to CBRAC or an agency / location within TSA's, T, U, or V as reasonably designated by CBRAC.

5. Ownership and, where applicable, title to all equipment and consumable supplies purchased by and/or funded by CBRAC with HPP funds and made available to Healthcare Coalition Member , shall vest with Healthcare Coalition Member subject to the Texas Department of State Health Services Contractor's Financial Procedures Manual provisions regarding closeout procedures and DSHS final determination and process requirements.

6. Any notice required or desired to be given under this agreement will be deemed given upon the earlier of:

   Actual delivery, if by hand delivery, courier, electronic confirmation of delivery, if by facsimile, to the intended recipient or its agent;

   OR

   The third business day following deposit in the U.S. Mail, postage prepaid, certified or registered mail, return receipt requested to the respective addresses set out above, or to such other address as a Party shall specify in writing.

7. This agreement contains or references the entire agreement of the parties and supersedes any and all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter herein.

8. The Healthcare Coalition Member may not assign any of its rights or obligations under this agreement without the prior written consent of CBRAC.

9. This agreement shall be governed by the laws of the State of Texas and performable in specified County, TX.

10. In the event the DSHS extends the time frame for the OASPR Year 18 contracts with CBRAC, CBRAC will notify the Memorandum of Agreement signatories of the extension in writing and this agreement will be extended to match the contract period extension(s).

I understand that signatories to the Agreement are subject to Federal *A-133* audits and other performance measures related specifically to expenditures of the OASPR funds.

By my signature, I attest to understanding the goals of OASPR Hospital Preparedness Program (HPP) will support and comply with the HPP Capabilities as displayed in this Agreement and its attachments.

Participating Healthcare Coalition Member. Please fill in all information below:

Agency/ Organization: Hidalgo County

Address: 1304 S. 25th Ave

City, State, Zip: Edinburg, TX, 78542-7205

HPP Representative: Eduardo Olivarez

Name (please print): Ramon Garcia

Title: Hidalgo County Judge

Signature: _____

Date: _____

Coastal Bend Regional Advisory Council
PO Box 18460
Corpus Christi, TX 78480

Name: **Hilary Watt**

Title: **Executive Director**

Signature: _____

Date: June 22, 2017

Mike Escaname

From: Nancy Pearl Trevino <nancy.trevino@hchd.org>
Sent: Tuesday, July 18, 2017 2:26 PM
To: 'mike escaname'
Subject: CBRAC Approved to Form 7-17-17

From: Victor Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Monday, July 17, 2017 9:24 AM
To: Nancy Trevino; Eduardo Olivarez
Subject: CBRAC

Ms. Trevino,

our office has reviewed the CBRAC participation agreement and approve as to the form of the agreement.

respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 East Cano Street
Edinburg, Texas 78539

(956) 292-7609 EXT. 8185
(956) 292-7619 FAX
victor.garza@da.co.hidalgo.tx.us

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AI-60924 **IT Department** **17. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

PLANNING DEPARTMENT

Authorization and approval to upgrade service plan and cell phones through the County's membership/participation with CONTRACT: DIR-TSO-3415 with VERIZON WIRELESS for the following:

Description:	Employee/ID:	New Service Plan / Equipment	MDN:
Equipment/Service Plan Upgrade	Guillermo Rodriguez / 204170	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-609-5774
Equipment/Service Plan Upgrade	Gilbert Mata / 220299	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-609-5771
Equipment/Service Plan Upgrade	Felicia Arredondo / 215651	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-609-5772
Equipment/Service Plan Upgrade	Jose Tovar / 140619	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-648-7780
Equipment/Service Plan Upgrade	Office Use-Edinburg 1	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-358-8579
Equipment/Service Plan Upgrade	Pct.3 Office Use	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-358-8660
Equipment/Service Plan Upgrade	Arturo Hernandez / 180181	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-515-6860

Equipment/Service Plan Upgrade	Julio Ruiz / 208337	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-609-5773
Equipment/Service Plan Upgrade	Humberto Garza / 100315	Nationwide Unl Mins Email&Data Unl+MHS+N&W/M2M/MSG Unl @ $69.99 + Taxes/Fees @ $5.00 per month / iPhone 6s32GB @ $0.00	956-648-7006

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-419-10-210-001-0-532

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

BUDGETARY IMPACT:

Funding available as of 7/31/2017.

Attachments

Backup documents

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/31/2017 02:16 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Griselda Salazar		Started On: 07/28/2017 04:52 PM
Final Approval Date: 08/04/2017		

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 UPGRADE	☒ Other: iPhone	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE VERIZON (956)609-5774

Office Use / Employee: Guillermo Rodriguez Employee ID# 204170 Signature: [signature]

Department: Planning Dept#: 210

Quantity: 5

Service: $69.99 /mo (x) 5 months = $349.95 Account: 7-1100-419-10-210-001-0- -532

Service: $5.00 /mo (x) 5 months = $25.00 Account: 7-1100-419-10-210-001-0-532 -619/664

Requisition Total: $3,374.55 **Requisition Number:** 346623

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]	TJ Acredondo	
Signature	Print Name	Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature]	Valde Guerra	7/21/17
Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins. Email & Data
Unl. + MHS NEW/IM2M/MSG Unl. @ $69.99 + 5.00

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

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 UPGRADE	☒ Other: iPhone	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE VERIZON (956)609-5771

Office Use / Employee: Gilberto Mata Employee ID# 220299 Signature: [signature]

Department: Planning Dept. Dept#: 210

Quantity: 5

Service: $69.99 /mo (x) 5 months = $349.95 Account: 6-1100-419-10-210-001-0- -532

Service: $ 5.00 /mo (x) 5 months = $25.00 Account: 6-1100-419-10-210-001-0- ~~619/664~~ 532

Requisition Total: $3,374.55 **Requisition Number:** 346623

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]	TJ Accedondo	
Signature	Print Name	Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature]	Valde Guerra	7/21/17
Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins. Email & Data Unl. + MHS New/M2M/MSG Unl. @ $69.99 + $5.00

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

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 UPGRADE	☒ Other: iPhone	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE VERIZON (956)609-5772

Office Use / Employee: Felicia Arredondo Employee ID# 215651 Signature: [signature]

Department: Planning Dept#: 210

Quantity: 5

Service: $69.99 /mo (x) 5 months = $349.95 Account: 7-1100-419-10-210-001-0- -532

Service: $5.00 /mo (x) 5 months = $25.00 Account: 7-1100-419-10-210-001-0-532 -~~619~~/664

Requisition Total: $3,374.55 **Requisition Number:** 346623

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] T.J. Arredondo _____

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] Valde Guerra 7/21/17

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins. Email Data Unl. + UHS New/M2M/MSG Unl. @ 69.99 +5.00

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

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 UPGRADE	☒ Other: iPhone	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE VERIZON (956)648-7780

Office Use / Employee: Jose Tovar Employee ID# 140619 Signature: X [signature]

Department: Planning Dept#: 210

Quantity: 5

Service: $69.99 /mo (x) 5 months = $349.95 Account: 7-1100-419-10-210-001-0- -532

Service: $5.00 /mo (x) 5 months = $25.00 Account: 7-1100-419-10-210-001-0-532 -619/664

Requisition Total: $3,374.55 **Requisition Number:** 346623

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]	TJ Arredondo	
Signature	Print Name	Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

[signature]	Valde Guerra	7/21/17
Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl- Mins Email & Data Unl. + MHS NEW/M2M/MSG Unl- @ 69.99 + 5.00

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

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 UPGRADE	☒ Other: iPhone	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE VERIZON (956)358-8579

Office Use / Employee: Office Use-Edinburg 1st Employee ID# N/A Signature: X

Department: Planning Dept#: 210

Quantity: 5

Service: $ 69.99 /mo (x) 5 months = $349.95 Account: 7-1100-419-10-210-001-0- -532

Service: $ 5.00 /mo (x) 5 months = $25.00 Account: 7-1100-419-10-210-001-0-532 -619/664

Requisition Total: $3,374.55 **Requisition Number:** 346623

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
[signature]	T J. Arredondo	

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
[signature]	Valde Guerra	7/21/17

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins. Email & Data Unl. + MMS NEW/M2M/MSG Unl. @ 69.99 + 5.00

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

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
X Office Use *or* □ Individual	□ Data Card	□ Cellular Telephone $50/mo
□ Name Change	□ Blackberry	□ Data Pad $25/mo
X Equipment Change UPGRADE	X Other: iPhone	
X Plan Change		
□ Delete Service		

COUNTY OWNED WIRELESS DEVICE VERIZON (956)358-8660

Office Use / Employee: Pct. 3 Office Use Employee ID# N/A Signature: X

Department: Planning Dept#: 210

Quantity: 5

Service: $69.99 /mo (x) 5 months = $349.95 Account: 7-1100-419-10-210-001-0- -532

Service: $5.00 /mo (x) 5 months = $25.00 Account: 7-1100-419-10-210-001-0-532 -619/664

Requisition Total: $3,374.55 **Requisition Number:** 346623

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

_____ TJ Acrelondo _____

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ Valde Guerra 7/21/17

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Elms. Email & Data Unl. + LHS New W24/USG Unl. @ 69.99 + 5.00

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

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 UPGRADE	☒ Other: iPhone	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE VERIZON (956)515-6860

Office Use / Employee: Arturo Hernandez Employee ID# 180181 Signature: X [signature]

Department: Planning Dept#: 210

Quantity: 5

Service: $69.99 /mo (x) 5 months = $349.95 Account: 7-1100-419-10-210-001-0- -532

Service: $5.00 /mo (x) 5 months = $25.00 Account: 7-1100-419-10-210-001-0-532 -619/664

Requisition Total: $3,374.55 **Requisition Number:** 346623

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
[signature]	TJ Accedondo	

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
[signature]	Valde Guerra	7/21/17

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins Email & Data Unl. + MHS NEW/M2M/MSG Unl. @ 69.99 + 5.00

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

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 UPGRADE	☒ Other: iPhone	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE VERIZON (956)609-5773

Office Use / Employee: Julio Ruiz Employee ID# 208337 Signature: J. R.

Department: Planning Dept#: 210

Quantity: 5

Service: $69.99 /mo (x) 5 months = $349.95 Account: 7-1100-419-10-210-001-0- -532

Service: $5.00 /mo (x) 5 months = $25.00 Account: 7-1100-419-10-210-001-0-532 -619/664

Requisition Total: $3,374.55 **Requisition Number:** 346623

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
	TJ Arredondo	

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
	Valde Guerra	7/21/17

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide LNL MHS Email & Data
LNL + MHS NEW/M2M/MSG LNL @ 69.99 + 5.00

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

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 UPGRADE	☒ Other: iPhone	
☒ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE VERIZON (956)648-7006

Office Use / Employee: Humberto Garza Employee ID# 100315 Signature: X [signature]

Department: Planning Dept#: 210

Quantity: 5

Service: $69.99 /mo (x) 5 months = $349.95 Account: 7-1100-419-10-210-001-0- -532

Service: $ 5.00 /mo (x) 5 months = $25.00 Account: 7-1100-419-10-210-001-0-532 -619/664

Requisition Total: $3,374.55 **Requisition Number:** 346623

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
[signature]	TJ Arredondo	

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date
[signature]	Valde Guerra	7/21/17

(4) IT DEPARTMENT ONLY:

Service Type Codes: Nationwide Unl. Mins Email & Data Unl. + 4HS NEW/424/MSG Unl. @ 69.99 +5.00

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

STATE OF TEXAS DIR CONTRACT NO. DIR-TSO-3415
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID	17710075750
DATE	7/10/2017
TERM	Annual (12 Months)
PAGE	1 of 2

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
NATIONWIDE UNLIMITED MINS EMAIL&DATA UNL+MHS N&WM2M/MSG UNL $69.99	9	$69.99	Unlimited	Unlimited	Flex		NA	$629.91	$7,558.92
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
	9							$629.91	$7,558.92

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access		Included TEXT / PIX / FLIX	Included Data		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

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

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)) $7,558.92

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
iPhone 6s 32GB (FP $19.99+, plus required BB/PDA belt on feature.)	9	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	9		$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 AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	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	$0.00
			$0.00	$0.00
			$0.00	$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST:	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM (Annual (12 Months)):	$629.91	$7,558.92
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$7,558.92

2Q17 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 17710075750

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-TSO-3415 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 05/16/2017"

verizon

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-TSO-3415 for Wireless Voice, Data Services and Equipment

Date: July 10, 2017

Customer Name: Hidalgo County

Sales Representative: Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-TSO-3415. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
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.

Requisition

Req # 00346623

PO #

Date: 07/18/17

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: Irma Castillo
956-318-2840

Contract No:

Special Instructions:
REQ 60

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		State of Texas DIR Contract No. DIR-TSO-3415. Pending CC approval on August 8, 2017. DO NOT DUPLICATE ORDER		
9.00	MONTH	Service Plan Change/Upgrade along with Upgrading Iphones. Nationwide Unlimited Minutes email & data Unlimited + MHS N&W/M2M/MSG UNL at $69.99 each phone: 9 existing phones x $69.99 (Mo Fee)=$349.95 x 5 months(Aug-Dec. 2017)=$3,149.55 (NIGP 91575): Change Service Plan/Upgrade with 9 Cell Iphones: 1. (956)648-7780-Jose Tovar; 2. (956)515-6860-Arturo Hernandez; 3. (956)648-7006-Humberto Garza; 4. (956)358-8660-Office Use-Mission; 5. (956)358-8579-Office Use-Edinburg 6. (956)609-5771-Gilberto Mata; 7. (956)609-5772-Felicia Arredondo; 8. (956)609-5773-Julio Ruiz; and 9. (956)609-5774-Guillermo Rodriguez; (NIGP 91575)	349.95	3,149.55
5.00	MONTH	$5.00 Monthly fee for Federal Taxes and fees for 9 existing cell phones; 9 phones x $5.00=$45.00 x 5 months=$225.00 (Aug-Dec. '17) (NIGP 96379	45.00	225.00
		Account No	Encumbrance	
			Freight	.00
			Total	3,374.55
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-61097 **Elections Administration** **18.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Elections Administration:

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Form Started By: Monica Salinas Started On: 08/09/2017 01:15 PM

Final Approval Date: 08/09/2017

November 7, 2017 - Uniform Election Date
These dates are subject to changes from the 2017 legislative session.

Authority conducting elections	**County Elections Officer/Local political subdivisions**
First Day to Apply for Ballot by Mail	Sunday, January 1, 2017* **First day to file does not move because of New Year's Day holiday. An "Annual ABBM" or FPCA for a January or February 2017 election may be filed earlier, but not earlier than the 60th day before the date of the January or February election.*
Deadline to post notice of candidate filing deadline	Thursday, June 22, 2017 for local political subdivisions that have a first day to file for their candidates [1]
First Day to File for Place on General Election Ballot (for cities and schools ONLY) [2]	Saturday, July 22, 2017 ("first day" does not move)
Last Day to Order General Election	Monday, August 21, 2017
Last Day to File for Place on General Election Ballot (for local political subdivisions ONLY) [2]	Monday, August 21, 2017 at 5:00 p.m. See note below relating to four-year terms [3]
Last Day to Register to Vote	Tuesday, October 10, 2017* **First business day after Columbus Day*
First Day of Early Voting	Monday, October 23, 2017 (17th day before election day falls on a Saturday, first day moves to next business day)
Last Day to Apply for Ballot by Mail (**Received,** not Postmarked)	Friday, October 27, 2017
Last Day of Early Voting	Friday, November 3, 2017
Last day to Receive Ballot by Mail	Tuesday, November 7, 2017 (election day) at 7:00 p.m. (unless overseas deadline applies)

[1] **Under new law, most local entities now have a "first day" to file.**

For the few entities who do not have a first day to file: **For the May 6, 2017 election,** Wednesday, January 18, 2017 is the deadline to post notice of candidate filing deadline **for local political subdivisions that do not have a first day to file for their candidates. For the November 7, 2017 election,** Monday, July 24, 2017 is the deadline to post notice of candidate filing deadline for local political subdivisions that do not have a first day to file for their candidates. (The 30th day before last day on which candidate may file falls on a Saturday, deadline moves to next business day).

Local political subdivisions include: cities, school districts, water districts, hospital districts, and any other local government entity that conducts elections. Many of these elections are conducted on the May uniform election date. Note: Counties may also be holding local proposition (measure) elections on May 6, 2017.

[2] Filing deadlines: generally, the filing deadline is the 78th day prior to Election Day. The Texas Election Code (the "Code") may provide a different special election filing deadline. See Section 201.054 of the Code. Write-in deadlines for general and special elections vary; the deadline for most local (city, school, other) general elections is now the same day as the filing deadline for application for a place on the ballot in a May election or November election; special election write-in rules vary, see long calendars for details.

[3] If no candidate for a **four-year term** has filed an application for a place on the ballot for a **city office**, the filing deadline for that office is extended to 5 p.m. of the 57th day before the election. For the May 6, 2017 election, this is Friday, March 10, 2017. For the November 7, 2017 election, this is Monday, September 11, 2017. See Section 143.008 of the Code.

[4] The county elections officer may be the county clerk, the county tax assessor-collector (if commissioners court transfers election duties to him/her), or the county elections administrator (if commissioners court creates the position).

CALL (956) 318-2570 For General Information (Llame para Información General)

November 7, 2017 (7 de Noviembre de 2017)

CONSTITUTIONAL AMENDMENT ELECTION (Elección Sobre Enmiendas a la Constitución)

EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)

Days/ Dias	Dates/ Fechas	Hours/ Horas
Monday/ Lunes	Oct. 23, 2017	8:00 A.M. -- 5:00 P.M.
Tuesday/ Martes	Oct. 24, 2017	8:00 A.M. -- 5:00 P.M.
Wednesday/ Miércoles	Oct. 25, 2017	8:00 A.M. -- 5:00 P.M.
Thursday/ Jueves	Oct. 26, 2017	8:00 A.M. -- 5:00 P.M.
Friday/ Viernes	Oct. 27, 2017	8:00 A.M. -- 5:00 P.M.
Saturday/ Sabado	Oct. 28, 2017	7:00 A.M. -- 7:00 P.M.
Sunday/ Domingo	Oct. 29, 2017	10:00 A.M. – 3:00 P.M.
Monday/ Lunes	Oct. 30, 2017	8:00 A.M. -- 5:00 P.M.
Tuesday/ Martes	Oct. 31, 2017	8:00 A.M. -- 5:00 P.M.
Wednesday/ Miércoles	Nov. 1, 2017	8:00 A.M. -- 5:00 P.M.
Thursday/ Jueves	Nov. 2, 2017	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Nov. 3, 2017	7:00 A.M. -- 7:00 P.M.

Early Voting Substation Locations (Casillas Electorales para el Voto Adelantado)

1. ALAMO SUB *(Class Room)* Sgt. Fernando De La Rosa Lib. 416 N. Tower Rd. Alamo, TX	2. ALTON SUB *(Comm. Chambers)* Alton City Hall 509 S. Alton Blvd. Alton, TX	3. DONNA SUB *(Main Entrance)* Boys & Girls Club 307 Miller Ave. Donna, TX	4. EDCOUCH SUB *(Main Entrance)* Fire Station 200 W. Santa Rosa Ave.	5. EDINBURG SUB *(Warehouse Room)* Elections Annex Bldg. 317 N. Closner "Rear" Edinburg, TX
6. EDINBURG SUB *(Student Union Bldg.)* UTRGV 1201 W. University Edinburg, TX	7. EDINBURG SUB *(Main Entrance)* San Carlos Endowment Ctr. 107 N. Sunflower Edinburg, TX	8. ELSA SUB *(Chambers)* Fire Station 216 E. 4th St. Elsa, TX	9. GRANJENO SUB *(Main Entrance)* Granjeno City Hall 6603 S. FM 494 Granjeno, TX	10. HIDALGO SUB *(Chambers)* Hidalgo City Hall 704 E. Texano Hidalgo, TX
11. LA JOYA SUB *(Main Entrance)* Municipal Library 201 Palm Shores Dr. La Joya, TX	12. LA VILLA SUB *(Main Entrance)* Multi-Purpose Bldg. 500 E. 9th St. La Villa, TX	13. MCALLEN SUB *(Exercise Room)* Lark Comm. Ctr. 2601 Lark Ave. McAllen, TX	14. MCALLEN SUB *(Meeting Room B)* McAllen Public Lib. 4001 N. 23rd St. McAllen, TX	15. MCALLEN SUB *(Main Entrance)* Hidalgo Co. Tax Office 300 E. Hackberry McAllen, TX
16. MCALLEN SUB *(Exercise Room)* Palmview Comm. Ctr. 3401 Jordan Ave. McAllen, TX	17. MCALLEN SUB *(Main Entrance)* STC Pecan Campus 3201 Pecan Blvd. McAllen, TX	18. MCALLEN SUB *(Main Entrance)* STC Nursing Campus 1101 E. Vermont Ave. McAllen, TX	19. MERCEDES SUB *(Main Entrance)* Mercedes Civic Ctr. 400 S. Ohio Mercedes, TX	20. MISSION SUB *(Community Room)* Mission City Hall 1201 E. 8th St. Mission, TX
21. MISSION SUB *(Gym)* B&G @ Bannworth 1822 N. Shary Rd. Mission, TX	22. PALMHURST SUB *(Main Entrance)* Church of Christ 1410 E. 3 Mile Rd. Palmhurst, TX	23. PALMVIEW SUB *(Back Entrance)* Pct. #3 "The Mansion" 2401 N. Moorefield Rd. Palmview, TX	24. PENITAS SUB *(Meeting Room)* Penitas Annex 1320 S. Main St. Penitas, TX	25. PHARR SUB *(Conference Room)* Jose Pepe Salinas Ctr. 1011 W. Kelly Pharr, TX
26. PHARR SUB *(Main Entrance)* Las Milpas Comm. Ctr. 7107 S. Cage Blvd. Pharr, TX	27. PROGRESO SUB *(Main Entrance)* Progreso Comm. Ctr. 510 FM 1015 Progreso, TX	28. SAN JUAN SUB *(Commissioner's Rm.)* Fire Station #2 2301 N. Raul Longoria San Juan, TX	29. SULLIVAN SUB *(Main Entrance)* Sullivan Fire Station 500 Cenizo Sullivan City, TX	30. WESLACO SUB *(Conference Room)* Business V & E Ctr. 275 S. Kansas Weslaco, TX
31. LINN/ SAN MANUEL SUB Volunteer Fire Dept. 21661 TX 186 Edinburg, TX	32. EDINBURG SUB Conference Ctr. @ Renaissance 118 Paseo del Prado Ave. Edinburg, TX	33. EDINBURG SUB Boys & Girls Club 702 Cullen St. Edinburg, TX	34. PHARR SUB Boys & Girls Club 1026 S. Fir St. Pharr, TX	

Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX (Commissioner's Court Approval Pending)

CALL (956) 318-2570 For General Information (Llame para Información General)

November 7, 2017 (7 de Noviembre de 2017)

CONSTITUTIONAL AMENDMENT ELECTION (Elección Sobre Enmiendas a la Constitución)

DRAFT

County Wide Polling Locations-Election Day

	CITY (ciudad)	BUILDING (edificio)	ADDRESS (dirección)	LOCATION (ubicación)
1	Alamo	Sgt. Fernando De La Rosa Lib.	416 N. Tower	Big Room
2	Alton	City Hall	509 S. Alton Blvd.	Comm. Chambers
3	Donna	Boys and Girls Club	307 Miller Ave.	Main Entrance
4	Edcouch	Edcouch Fire Station	201 W. Santa Rosa Ave.	Main Entrance
5	Edinburg	Elections Annex Bldg.	317 N. Closner	North Entrance
6	Edinburg	UTRGV Student Union Bldg.	1201 W. University	
7	Edinburg	Conference Ctr. @ Renaissance	118 Paseo del Prado Ave.	
8	N. Edinburg	Magee Elem. School	3420 W. Rogers Rd.	
9	N. Edinburg	Boys and Girls Club	702 Cullen St.	
10	Elsa	Elsa Fire Station	216 E. 4th St.	Chambers
11	Granjeno	Granjeno City Hall	6603 S. FM 494	Conference Room
12	Hargill	Hargill Elementary School	13394 4th St.	Gym
13	Hidalgo	Hidalgo City Hall	704 E. Texano	Chambers
14	La Joya	Municipal Library	201 Palm Shores Dr.	Main Entrance
15	La Villa	Multi Purpose Bldg.	500 E. 9th St.	Class Room
16	Linn/ San Manuel	Volunteer Fire Dept.	21661 TX 186	
17	McAllen	STC Nursing Center	1101 E. Vermont Ave.	Atrium
18	McAllen	STC Pecan Campus	3201 Pecan Blvd.	Building J Main Lobby
19	McAllen	Palmview Community Center	3401 Jordan Avenue	Exercise Room
20	McAllen	McAllen Public Lib.	4001 N. 23rd St.	Meeting Room B
21	McAllen	Lark Community Center	2601 Lark Avenue	Exercise Room
22	McAllen	Las Palmas Comm. Ctr.	1925 N. 25th St.	
23	McAllen	Hidalgo County Tax Office	300 E. Hackberry	Main Entrance
24	McAllen	Gonzalez Elem. School	201 E. Martin	
25	McAllen	Milam Elem. School	3800 N. Main St.	
26	McCook	Immaculate Conception Parish Hall	28212 S. FM 2058	Main Entrance
27	Mercedes	Mercedes Civic Center	530 W. 2nd St.	Civic Center Room
28	Mission	Mission City Hall	1201 East 8th	Community Room
29	Mission	B&G @ Bannworth Park	1822 N. Shary Rd.	Gym
30	Mission	Mission Fire Dept.	415 W. Tom Landry	
31	Monte Alto	Monte Alto Community Center	25149 1st St.	Community Center
32	Palmhurst	Church of Christ	1410 E. 3 Mile Rd	Family Room
33	Palmview	Pct. #3 The Mansion	2401 N. Moorefield	Back Entrance
34	Penitas	Penitas Meeting Rm. Annex	1320 S. Main St.	Meeting Room
35	Pharr	Jose Pepe Salinas Center	1011 W. Kelly	Conference Room
36	Pharr	Boys and Girls Club	1026 S. Fir St.	
37	Pharr	Las Milpas Comm. Center	7107 S. Cage Blvd.	Main Entrance
38	Progreso/Progreso Lakes	Progreso Community Center	510 N. FM 1015	Main Entrance
39	San Carlos	San Carlos Center-Endowment	107 N. Sunflower	
40	San Juan	San Juan Fire Station #2	2301 N. Raul Longoria Rd	Comm. Room
41	Sullivan	Fire Station	500 Cenizo Drive	Main Building
42	Weslaco	Business Visitor & Event Ctr.	275 S. Kansas	Conference Room

(1)

2017 Hidalgo County Elections Contract Estimate Calculator

(*Shared cost with County)

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY ENTITY'S QUESTIONNAIRE

	ELECTION: City of Edinburg (8am to 5pm) Mayor, Council Members 1 & 2	DATE: November 7, 2017		
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	3	$75.00
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	4	$200.00
G	*Verity Controller	$150.00	4	$300.00
G	*Verity Touch Voting Machine(s)	$150.00	40	$3,000.00
G	*Verity Touch Access Voting Machine(s)	$150.00	8	$600.00
H	Delivery/ Pick-up Fee (includes Mileage)	$650.00	1	$650.00
			Total iVotronic Coding Charges	$5,425.00
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	$150.00	10	$750.00
C	Printer Labels (39, 595 per vote)	$0.03	79,190	$2,375.70
D	Username/Password - Per Polling Location	$20.00	4	$80.00
			Total Electronic Poll Book Charges	$3,855.70
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	825	$453.75
	Election Day Combination Forms	$0.55	825	$453.75
	*Election Judge Kit for Early Voting	$70.00	2	$70.00
	*Election Judge Kit for Election Day	$70.00	2	$70.00
	Verity Access Thermal Code paper	$0.66	39,595	$26,132.70
	Polling Location Map(s)	$17.00	4	$68.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	950	$190.00
			Total Supplies Charges	$27,438.20
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	1100	$440.00
	Mail-in-Ballots Kit(s) per request	$2.00	900	$1,800.00
	Postage Mail-in-Ballots (per request)	$0.61	900	$549.00
	Correspondence Postage	$0.46	2	0.92
			Total Mail & Ballot Service Charges	$3,014.92
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	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	*Payroll for Early Voting Employees	$54,559.00		$27,279.50
	*Payroll for Election Day Employees	$5,874.00		$2,937.00
			Total Payroll Charges	$30,216.50
6.07	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$350.00	1	$350.00
			Total Ballot Board Charges	$350.00
6.08	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 14.00	2	299.5	$16.77
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 12.00	28	4193	$2,817.70
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 14.00	2	32	$1.79
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 12.00	28	448	$301.06
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$3,137.32
6.09	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change without notice)	$45.00	2	$90.00
			Total Cell Phone Charges	$90.00
6.10			**Subtotal**	**$75,327.64**
			Administrative Fees (10%)	**$7,532.76**
			ESTIMATED GRAND TOTAL	**$82,860.40**

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(2)

2017 Hidalgo County Elections Contract Estimate Calculator

(*Shared cost with County)

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PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY ENTITY'S QUESTIONNAIRE

	ELECTION: City of Edinburg (8am to 9pm) Mayor, Council Members 1 & 2	DATE: November 7, 2017		
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	3	$75.00
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	4	$200.00
F	Election Media per Polling Location(s) Extended Hours	$26.67	1	$26.67
G	*Verity Controller	$150.00	4	$300.00
G	Verity Controller Extended Hours	$47.50	1	$47.50
G	*Verity Touch Voting Machine(s)	$150.00	40	$3,000.00
G	Verity Touch Voting Machine(s) Extended Hours	$226.25	1	$226.25
G	*Verity Touch Access Voting Machine(s)	$150.00	8	$600.00
G	Verity Touch Access Voting Machine(s) Extended Hours	$47.50	1	$47.50
H	Delivery/ Pick-up Fee (includes Mileage)	$650.00	1	$650.00
			Total iVotronic Coding Charges	$5,772.92
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	$150.00	10	$750.00
B	EV Laptop Rental (includes Bar Code Scanner) Extended Hours	$51.25	1	$51.25
C	Printer Labels (39, 595 per vote)	$0.03	79,190	$2,375.70
D	Username/Password - Per Polling Location	$20.00	36	$720.00
			Total Electronic Poll Book Charges	$4,546.95
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	825	$453.75
	Election Day Combination Forms	$0.55	825	$453.75
	*Election Judge Kit for Early Voting	$70.00	2	$70.00
	Election Judge Kit for Early Voting Extended Hours	$18.67	1	$18.67
	*Election Judge Kit for Election Day	$70.00	2	$70.00
	Verity Access Thermal Code paper	$0.66	39,595	$26,132.70
	Polling Location Map(s)	$17.00	36	$612.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	950	$190.00
			Total Supplies Charges	$28,000.87
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	1100	$440.00
	Mail-in-Ballots Kit(s) per request	$2.00	900	$1,800.00
	Postage Mail-in-Ballots (per request)	$0.61	900	$549.00
	Correspondence Postage	$0.46	2	0.92
			Total Mail & Ballot Service Charges	$3,014.92
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	**Payroll for Training and Election Poll Workers**		**Price**	**Total**
	*Payroll for Early Voting Employees		$54,559.00	$27,279.50
	Payroll for Early Voting Employees Extended Hours		$47,760.00	$47,760.00
	Payroll for Election's Dept. Staff Extended Hours		$7,404.66	$7,404.66
	*Payroll for Election Day Employees		$5,874.00	$2,937.00
			Total Payroll Charges	$85,381.16
6.07	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$350.00	1	$350.00
			Total Ballot Board Charges	$350.00
6.08	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 14.00	2	299.5	$16.77
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 12.00	28	4,193	$2,817.70
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Supervisors (Extended Hours)	$ 14.00	32	384	$344.06
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks (Extended Hours)	$ 12.00	264	3,168	$20,072.45
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 14.00	2	32	$1.79
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 12.00	28	448	$301.06
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$23,553.83
6.09	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change without notice)		$102.00	1	$102.00
				Total Cell Phone Charges	$102.00
6.10				Subtotal	$152,522.65
				Administrative Fees (10%)	$15,252.26
				ESTIMATED GRAND TOTAL	$167,774.91
				Estimated Base Charge	$82,860.40
				Estimated Additional Extended Hours Charge	$84,914.51
				Estimated Grand Total	$167,774.91

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2017 Hidalgo County Elections Contract Estimate Calculator

(*Shared cost with County)

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
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	ELECTION: City of Edinburg (7am to 7pm) Mayor, Council Members 1 & 2	DATE: November 7, 2017		
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	3	$75.00
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	4	$200.00
F	Election Media per Polling Location(s) Extended Hours	$76.19	1	$76.19
G	*Verity Controller	$150.00	4	$300.00
G	Verity Controller Extended Hours	$135.71	1	$135.71
G	*Verity Touch Voting Machine(s)	$150.00	40	$3,000.00
G	Verity Touch Voting Machine(s) Extended Hours	$646.43	1	$646.43
G	*Verity Touch Access Voting Machine(s)	$150.00	8	$600.00
G	Verity Touch Access Voting Machine(s) Extended Hours	$135.71	1	$135.71
H	Delivery/ Pick-up Fee (includes Mileage)	$650.00	1	$650.00
			Total iVotronic Coding Charges	$6,419.04
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*EV/ ED Laptop Rental (includes Bar Code Scanner/ Brother Printer)	$150.00	10	$750.00
B	EV Laptop Rental (includes Bar Code Scanner) Extended Hours	$146.43	1	$146.43
C	Printer Labels (39, 595 per vote)	$0.03	79,190	$2,375.70
D	Username/Password - Per Polling Location	$20.00	36	$720.00
			Total Electronic Poll Book Charges	$4,642.13
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	825	$453.75
	Election Day Combination Forms	$0.55	825	$453.75
	*Election Judge Kit for Early Voting	$70.00	2	$70.00
	Election Judge Kit for Early Voting Extended Hours	$53.33	1	$53.33
	*Election Judge Kit for Election Day	$70.00	2	$70.00
	Verity Access Thermal Code paper	$0.66	39,595	$26,132.70
	Polling Location Map(s)	$17.00	36	$612.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	950	$190.00
			Total Supplies Charges	$28,035.53
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	1100	$440.00
	Mail-in-Ballots Kit(s) per request	$2.00	900	$1,800.00
	Postage Mail-in-Ballots (per request)	$0.61	900	$549.00
	Correspondence Postage	$0.46	2	0.92
			Total Mail & Ballot Service Charges	$3,014.92
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	**Payroll for Training and Election Poll Workers**		**Price**	**Total**
	*Payroll for Early Voting Employees		$54,559.00	$27,279.50
	Payroll for Early Voting Employees Extended Hours		$145,776.67	$145,776.67
	Payroll for Election's Dept. Staff Extended Hours		$22,213.99	$22,213.99
	*Payroll for Election Day Employees		$5,874.00	$2,937.00
			Total Payroll Charges	$198,207.16
6.07	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$350.00	1	$350.00
			Total Ballot Board Charges	$350.00
6.08	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 14.00	2	299.5	$16.77
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 12.00	28	4,193	$2,817.70
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Supervisors (Extended Hours)	$ 14.00	32	1,224	$1,096.70
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks (Extended Hours)	$ 12.00	264	10,512	$66,604.03
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 14.00	2	32	$1.79
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 12.00	28	448	$301.06
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$70,836.05
6.09	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change without notice)		$124.29	1	$124.29
				Total Cell Phone Charges	$124.29
6.10				Subtotal	$313,418.12
				Administrative Fees (10%)	$31,341.81
				ESTIMATED GRAND TOTAL	$344,774.23
				Estimated Base Charge	$82,860.40
				Estimated Additional Extended Hours Charge	$261,913.83
				Estimated Grand Total	$344,774.23

DRAFT

AI-60717 **Texas Agri-Life Extension Serv.** **19. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Andrea Valdez, County Coordinator, Kimberly Guillen, CEA-4-H & Youth Development and Amy Valdez, Healthy South Texas Specialist would like to introduce Hidalgo County 4-H Ambassadors, Hidalgo County 4-H County Council and Healthy South Texas Youth Ambassadors to the Court.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT

Attachments

Ambassadors & County Council

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/25/2017 02:57 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Nora Linda Cruz Started On: 07/17/2017 12:39 PM

Final Approval Date: 08/04/2017

2017–2018 HIDALGO COUNTY 4-H COUNCIL

President	**Charles Lee**
1st Vice President	**Tyler Denny**
2nd Vice President	**Claire Lee**
Treasurer	**Cooper Ford**
Secretary	**Jocelyn Boyle**
Parliamentarian	**Emeri Drewry**
Reporter	**Ashlyn Martinez**
District Delegate	**Lily Ford**
District Delegate	**Elyssa Rodriguez**

2017-2018 4-H AMBASSADORS

Adrianna Aguilar
Ashley Cortez
Ashlyn Martinez
Brandon Cerelli
Brian Pena
Charles Lee
Claire Lee
Cooper Ford
Emeri Drewry
J. Cayetano Cappadona
Michael Bullion
Morgan Parker

HEALTHY SOUTH TEXAS

TEXAS A&M AGRILIFE EXTENSION

2017-2018 HEALTHY SOUTH TEXAS YOUTH AMBASSADORS

Aislyn Morales
Alex Hernandez
Anahi Ramirez
Angel Benavidez
Ashlyn Martinez
Brian Pena
Christopher H. Choi
Elyssa Rodriguez
Emma Morales
Evan Williams
Fatima Figueroa
Jacob Salinas
Jaden Xander De Leon
Jaqueline Maciel
Jayden Olson
Jocelyn Boyle
Kaitlyn Truong
Kylah Cuellar
Maielah Davis
Maysam Daghestani
Megan Perez
Samya Ahsan
Trevor Williams

AI-61003 **Planning Department** **20. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Requesting approval to appoint member(s) to the following boards:
1. Hidalgo County Subdivision Advisory Board
2. Board of Building Line Adjustments

BACKGROUND

Appt by County Judge effective 9/1/17

Current Members for the Hidalgo County Subdivision Advisory Board & Hidalgo County Board of Building Line Adjustment:

a. Lonnie Berry – Precinct No. 1 Date appointed: Aug. 2015 Term Due: Aug. 2017
b. Ken Dejarnett – County Judge Date appointed: Aug. 2015 Term Due: Aug. 2017

Fiscal Impact

Attachments

policies
policies

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2017 02:08 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Flor Castillo		Started On: 08/03/2017 02:03 PM
Final Approval Date: 08/04/2017		

HIDALGO COUNTY
BOARD OF BUILDING LINE ADJUSTMENTS
OPERATING POLICIES AND PROCEDURES

Ramon Garcia
County Judge

Sylvia Handy
Commissioner Pct. 1

Hector Tito Palacios
Commissioner Pct. 2

Joe Flores
Commissioner Pct. 3

Oscar Garza Jr.
Commissioner Pct. 4

Leonel Garza III	**Chairman**
Celeste Cardenas Leas	**Vice Chairman**
Robert Goodwin	**Board Member**
Agapito Vargas	**Board Member**
Joe Olivares	**Board Member**
Raul E. Sesin, P.E.	**Planning Administrator**

HIDALGO COUNTY BOARD OF BUILDING LINE ADJUSTMENTS
c/o Hidalgo County Planning Department
1304 S. 25th Street
Edinburg, Texas 78539
(956) 318-2840
(956) 318-2844

Adopted by the Hidalgo County Board of Building Line Adjustments on _____

Approved by the Hidalgo County Commissioner's Court on _____

HIDALGO COUNTY
BOARD OF BUILDING LINE ADJUSTMENT
OPERATING POLICIES AND PROCEDURES
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HIDALGO COUNTY
BOARD OF BUILDING LINE ADJUSTMENT
OPERATING POLICIES AND PROCEDURES

A. PURPOSE AND AUTHORITY

Pursuant to Texas Local Government Code Section 233.035, the Commissioner's Court of Hidalgo County has established the Hidalgo County Board of Building Line Adjustment ("the Board"). The Board shall hear and decide appeals in cases in which, because of exceptional narrowness, shallowness, shape, topography, existing building development, or another exceptional and extraordinary situation or condition of a specific piece of property, the strict application of a building line established under Texas Local Government Code Chapter 233 Subchapter B would result in peculiar and exceptional difficulties or hardships to the owner of the property. On appeal, the Board may authorize a variance from the strict application of the regulation, under conditions established by the Board, to relieve the hardship or difficulty that relief can be granted without substantially impairing the intent and purpose of the building line or setback line.

B. MODIFICATIONS AND VARIANCES

Subject to appropriate conditions and safeguards, the Board may modify or vary the regulations affecting building or setback lines in cases in which unnecessary hardship may result from a literal enforcement of those regulations, in order to do substantial justice and to observe the purpose of the regulations in protecting the public welfare and safety. Moreover, with appropriate safeguards, the Board may authorize the construction of an improvement or a structure that may encroach on a building or setback line. However, if the County proceeds with the projected improvements of the affected road within the time provided by Texas Local Government Code Section 233.034 (c), the owner of the improvement or structure must remove it at no expense to the County.

C. APPOINTMENTS, TERMS, VACANCIES, MEETINGS, AND MINUTES

The Board shall be composed of five freeholders of the County. Board members shall be appointed by the Hidalgo County Commissioners Court for staggered terms of two years, with two members' terms expiring in one year and three members' terms expiring the next year. However, in making the initial appointments, the Commissioners Court shall designate two members for one year terms and three members for two year terms. The Commissioners Court may remove a member for cause on a written charge after a public hearing. The Commissioners Court shall fill a vacancy on the Board for the unexpired term of the member whose term became vacant.

Vacancies in the office of member of the Board, whether by death, resignation or removal from office, shall be filled by a majority vote of the Court for the un-expired term.

Members may be removed (i) for cause, or (ii) by the Court following a recommendation received from the Chairman or Three Members pursuant to these Operating Policies and Procedures

The Board shall elect its own chairman and shall adopt rules of procedure. The meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings that shall be filed in the Board's office. These minutes constitute a public record.

Members of the Board shall serve without compensation.

D. OFFICERS, QUORUM, AND MEETINGS

1. The Chairman and Vice-Chairman of the Board shall be elected by a majority vote from its membership at its initial meeting. At the first meeting of each calendar year, the Board will elect a Chairman and Vice-Chairman and such other officers as it may deem appropriate. The Chairman will act as presiding officer over all meetings of the Board, or any committee of the Board, and will execute all documentation that may be required to be executed on behalf of the Board. The Vice-Chairman will fulfill the duties of the Chairman during the absence of the Chairman. There is no limitation on the number of terms any member may serve as an officer.

2. Three (3) or more members will constitute a quorum. No meeting shall be conducted without a quorum. As a matter of public policy and as required by Section 233.025 of the Texas Local Government Code, the Board shall be subject to the Texas Open Meetings Act and shall be required to post public notice of any meeting at least seventy-two (72) hours before any meeting is called to order.

3. Minutes shall be kept of the Board's proceedings in accordance with Texas Local Government Code Section 233.035 requirements. The minutes of Board meetings constitute a public record.

4. Regular Board meetings are scheduled for 5:30 p.m. on the first Thursday of each month in the Commissioner's Courtroom, 100 E. Cano, 1st Floor, Edinburg, Hidalgo County, Texas. A regular meeting may be re-scheduled or a special meeting called by the Planning Administrator, Chairman or three members of the Board, provided that the meeting is called in compliance with posting requirements as defined herein. The Hidalgo County Planning Department will be responsible for preparation and posting of all agendas for all Board meetings. The Chairman may cancel regular meetings if the Planning Department notifies the Chairman that there have been no items submitted for consideration to the Planning Department, which are ready for review by the Board.

E. ATTENDANCE

In order to ensure an expedient County review process for the public regarding land development and utility connections, it is extremely important that members are available for meetings. Therefore, an exceptional attendance record is expected from all members. Except in the case of an emergency, a member who is absent more than three (3) consecutive times from any regular or special meeting of said Board, or who is absent from said meetings more than fifty (50) percent of the time during any one calendar year, without a legitimate excuse to be determined by the majority of any such Board, shall be automatically dropped from membership. The Board member shall notify the Chairman, Vice Chairman, or the Planning Administrator no later than 4:00 p.m. prior to any regular or special meeting. When a vacancy exists due to failure to comply with attendance rules, the Court may fill the vacancy at its next regularly scheduled meeting in the

manner provided in the Rules. Additionally, the Chairman is authorized to review attendance records and recommend the removal of any Board member whose attendance record is less than desirable and which has created a burden to the remaining members or has resulted in an inability to call meetings to order for a lack of quorum. The Chairman's recommendation will be submitted to the Court for its consideration.

F. CONFLICT OF INTEREST

Members of the Board are subject to the conflict of interest provisions as outlined in this section.

1. A person has an interest in the issue being considered if the person:
   a. has an equitable or legal ownership interest in the tract or property;
   b. acts as a developer of the tract or property;
   c. owns voting stock or shares of a business entity that:
      1. has an equitable or legal ownership interest in the tract or property; or
      2. acts as a developer of the tract or property; or
      3. receives in a calendar year money or any thing of value from a business entity described by subdivision c.

A person also is considered to have an interest in the issue being considered if the person is related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to a person who, under subsection B, has an interest in the matter.

If a member of the Board has an interest in the issue being considered, the member shall file, before a vote or decision regarding the approval or denial of a variance, an affidavit with the county clerk stating the nature and extent of the interest and shall abstain from further participation in the matter. The affidavit must be filed with the county clerk. If a member first learns of a conflict during a meeting of the Board, the member shall immediately announce on the record the existence and nature of such conflict and shall thereafter refrain from any participation in the consideration of the matter, and shall, as soon as practical following the meeting, file the required affidavit.

The Court may, in its sole discretion, remove a member of the Board from office upon a finding by the Court that a member of the Board has violated any provision of this section.

G. PROCEDURES FOR PLACING ITEMS ON BOARD AGENDA

1. Applicant shall request in writing the reason for the variance request and provide supporting documentation for said request. No item shall be placed on an agenda for consideration by the Board until the item has been reviewed and recommendations given by all applicable County departments. Said recommendations must be noted on the item prior to placement on a Board agenda. The item will be placed on a Board agenda and acted upon by the Board within forty-five (45) days following the receipt by the Planning Department of the item containing all requisite approvals. Failure of the Board to act to approve, conditionally approve or disapprove an item within such 45-day period shall result in the item being deemed approved.

2. The Board may take the following actions with respect to an item presented to it for consideration: a) approve the item; b) approve the item subject to the applicant meeting certain conditions; c) reject the item; or d) table the item or take no action on the item and request that the applicant or Planning Department provide the Board with additional information, data, etc.

A notation of the approval, approval with conditions or rejection of the item by the Board shall be noted on the face of the item and signed by the Chairman.

3. Items conditionally approved by the Board shall be referred to the Planning Department for further review, and, except as herein provided to the contrary, shall be allowed to proceed with construction only when all conditions required by the Board have been met. If the Board issues a conditional approval of an item, the Board shall set out in detail the conditions which must be complied with in order to allow the item to proceed for construction.

4. Except as herein provided to the contrary, items rejected by the Board shall be referred back to the Planning Department.

5. The Planning Department shall issue notice to the applicant in writing of any action taken on an item within 10 business days following the action by the Board. The Planning Department shall maintain a log of notices issued pursuant to this section which shall note the person to whom notice is delivered, the date of delivery, the manner of deliver, and other information deemed necessary by the Planning Department.

H. PROCEDURES FOR APPEALS

1. If the applicant disputes the conditional approval or rejection of an item by the Board, such action may be appealed to the Commissioners Court in compliance with this paragraph. Written notice of the appeal, together with a detailed written explanation of the reasons why the decision of the Board is incorrect, must be received by the Planning Department on or before the 30th day following the action or order adopted by the Board. Upon the filing of such appeal, the Planning Department shall cause the item to be placed on the next available Court agenda for consideration and action by the Court. Failure to file an appeal with the Planning Department within the prescribed period shall constitute the applicant's acceptance of the conditions, or the bases of the rejection, as applicable.

2. If the applicant disputes the conditional approval or rejection of an item that has been appealed to the County Commissioners Court, such action may be appealed to the District Court or other Court with proper jurisdiction. Written notice of the appeal, together with a detailed written explanation of the reasons why the decision of the County Commissioners Court and Board is incorrect, must be received by District Court or other Court with proper jurisdiction on or before the 30th day following the action or order adopted by the Court. The appellant must execute an appeal bond in an amount fixed by the court.

HIDALGO COUNTY
SUBDIVISION ADVISORY BOARD
OPERATING POLICIES AND PROCEDURES

RAMON GARCIA
County Judge

Sylvia Handy
Commissioner Pct. 1

Hector Tito Palacios
Commissioner Pct. 2

Joe Flores
Commissioner Pct. 3

Oscar Garza, Jr.
Commissioner Pct. 4

Mickey Pedraza	**Subdivision Advisory Board Chairman**
Leonel Garza III	**Subdivision Advisory Board Vice Chairman**
Jerry Garza	**Subdivision Advisory Board Member**
Larry Hernandez	**Subdivision Advisory Board Member**

Raul E. Sesin, P.E. — **Planning Administrator, Hidalgo County Planning Dept.**

HIDALGO COUNTY ADVISORY BOARD
c/o Hidalgo County Planning Department
1304 S. 25th Street
Edinburg, Texas 78539
(956) 318-2840
(956) 318-2844

Adopted by the Hidalgo County Subdivision Advisory Board on September 14, 1998
Amended by the Hidalgo County Commissioner's Court on _____
Approved by the Hidalgo County Commissioner's Court on _____

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HIDALGO COUNTY
SUBDIVISION ADVISORY BOARD
OPERATING POLICIES AND PROCEDURES

A. PURPOSE AND AUTHORITY

1. The Hidalgo County Subdivision Advisory Board ("SAB") has been established by the Commissioner's Court (the "Court") of Hidalgo County (the "County"), pursuant to Section G.8. of the Hidalgo County Subdivision Rules, as amended and restated June 17, 1998 (the "Rules"), in an effort to involve the community in issues related land development, plat review, and enforcement measures. The SAB sits in an advisory capacity to the Court regarding these issues.

2. The SAB is vested with the authority to review and submit a recommendation to the Court for approval, conditional approval and disapproval of application for the subdivision of land, including preliminary and final plats. The SAB may also recommend variances or exemptions from the Rules, pursuant to the provisions of said rules and applicable state law. The SAB sits in an advisory capacity to the Court regarding theses issues.

3. The SAB is vested with the authority to review requests for "Certificates of Compliance with Plat Requirements", or authorization to connect to public utilities, and recommend the approval, conditional approval or disapproval for the applications pursuant to the provisions of Chapter 232 of the Texas Local Government Code. The SAB sits in an advisory capacity to the Court regarding these issues.

B. APPOINTMENTS, TERMS, AND VACANCIES

1. Procedures for the appointment of members of the SAB, terms of office, and filling of vacancies are governed by the Rules.

2. Members serve without compensation except for specifically authorized expenditures for travel, conference, enrollment fees, or other similar expenses. Written authorization form the Court is required prior to any expenditure.

3. Members may be removed (i) for cause, (ii) in the manner provided in the Rules, or (iii) by the Court following a recommendation received from the Chairman pursuant to these Operating Policies and Procedures.

C. OFFICERS, QUORUM, AND MEETINGS

1. The Chairman of the SAB is designated by the Court. At the first meeting of each calendar year, the SAB will elect a Vice-Chairman and such other officers as it may deem appropriate. The Chairman will act as presiding officer over all meetings of the SAB, or any committee of the SAB, and will execute all documentation that may be required to be executed on behalf of the SAB. The Vice-Chairman will fulfill the duties of the Chairman during the absence of the Chairman. There is no limitation on the number of terms any member may serve as an officer.

2. Three (3) or more members will constitute a quorum. No meeting shall be conducted without a quorum. As a matter of public policy and as required by the Rules, the SAB shall be subject to the Texas Open Meetings Act and shall be required to post public notice of any meeting at least seventy-two (72) hours before any meeting is called to order.

3. Minutes shall be kept of the SAB's proceedings in accordance with the requirements of the Rules. The minutes of SAB meetings constitute a public record.

4. Regular SAB meetings are scheduled for 5:30 p.m. on the first and third Tuesday of each month in the Commissioner's Courtroom, 100 E. Cano, 1st Floor, Edinburg, Hidalgo County, Texas. A regular meeting may be re-scheduled or a special meeting called by the Chairman or three members of the SAB, provided that the meeting is called in compliance with posting requirements as defined herein. The Hidalgo County Planning Department will be responsible for preparation and posting of all agendas for all SAB meetings. Regular meetings may be canceled by the Chairman if the Planning Department notifies the Chairman that there have been no items submitted for consideration to the Planning Department which are ready for review by the SAB.

D. ATTENDANCE

In order to ensure an expedient County review process for the public regarding land development and utility connections, it is extremely important that members are available for meetings. Therefore, an exceptional attendance record is expected from all members. Except in the case of an emergency, a member who is absent more than: (i) three (3) consecutive times from any regular or special meeting of the board; or (ii) who fails to attend fifty percent (50%) or more of the regular and special meeting of the board during any twelve month period; in either instance, without legitimate excuse to be determined by the majority of the board, shall be automatically dropped from membership. Additionally, the Chairman is authorized to review attendance records and recommend to the Court the removal of any member whose attendance record is less than desirable and which has created a burden to the remaining members or has resulted in an inability to call meetings to order for a lack of quorum.

A member who cannot attend a regular or special board meeting shall notify the Chairman, Vice Chairman, or the Planning Administrator no later than 4:00 p.m. on the date of such regular or special meeting of the reason such member will not attend the meeting.

When a vacancy exists due to the member either being automatically dropped from the membership, or following Court action based on the recommendation of the Chairman, the Court may fill the vacancy at a regular scheduled meeting in the manner provided in the Rules.

E. CONFLICT OF INTEREST

Member so the SAB are subject to the conflict of interest provisions of Section G.8.G of the Rules. In the event any member of the SAB has a conflict of interest, as defined in the Rules, that member shall file an affidavit in the form attached hereto as Exhibit "A" with the County Clerk prior to any vote or decision regarding the matter in which the member has an interest. If a member first learns of a conflict during a meeting of the SAB, the member shall immediately announce on the record the existence and nature of such conflict and shall thereafter refrain from any participation in the consideration of the matter, and shall, as soon as practical following the meeting, file the required affidavit.

F. ADMINISTRATIVE TRAVEL

As funding and budgetary constraints permit, travel and lodging will be provided for authorized meetings and conferences being conducted outside the 4-County Rio Grande Valley Areas. Compensation for travel will be calculated at the same rates and under the same regulations as are established for County employees. Authorization for travel must be granted by the Court prior to any travel taken and before submission to the Auditor's and/or Treasurer's office for payment processing.

G. PROCEDURES FOR PLACING ITEMS ON SAB AGENDA

1. No item shall be placed on an agenda for consideration by the SAB until the item has received all requisite approvals of any applicable municipality, water supply corporation, sanitary sewer service provider, irrigation or water district and/or drainage district. In addition, approvals from all County departments other than the Planning Department must be noted on the item prior to placement on an SAB agenda. The item will be placed on a SAB agenda and acted upon by the SAB within forty-five (45) days following the receipt by the Planning Department of the item containing all requisite approvals. Failure of the SAB to act to approve, conditionally approve or disapprove an item within such 45 day period shall result in the item being deemed approved and submitted to the Court.

2. The SAB may take the following actions with respect to an item presented to it for consideration: a) approve the item; b) approve the item subject to the applicant meeting certain conditions; c) reject the item; or d) table the item or take no action on the item and request that the applicant or Planning Department provide the SAB with additional information, data, etc. A notation of the approval, approval with conditions or rejection of the item by the SAB shall be noted on the face of the item and signed by the Chairman.

3. Items approved without conditions, and items deemed approved due to inaction by the SAB, shall be submitted to the Court on the next available agenda date.

4. Items conditionally approved by the SAB shall be referred to the Planning Department for further review, and, except as herein provided to the contrary, shall be submitted to the Court only when all conditions required by the SAB have been met. If the SAB issues a conditional approval of an item, the SAB shall set out in detail the conditions which must be complied with in order to allow the item to proceed through the approval process.

5. Except as herein provided to the contrary, items rejected by the SAB shall be referred back to the Planning Department, and shall not be submitted to the Court until the SAB has again reviewed the item and granted approval or conditional approval for the item. If the SAB rejects an item, it shall set out in detail the reasons for the rejection.

6. The Planning Department shall issue notice to the applicant in writing of any action taken on an item within 5 business days following the action by the SAB. The Planning Department shall maintain a log of notices issued pursuant to this section which shall note the person to whom notice is delivered, the date of delivery, the manner of deliver, and other information deemed necessary by the Planning Department.

7. If the applicant disputes the conditional approval or rejection of an item by the SAB, such action may be appealed to the Court in compliance with this paragraph. Written notice of the appeal, together with a detailed written explanation of the reasons why the decision of the SAB is incorrect, must be received by the Planning Department on or before the 15th day following the issuance by the Department of the notice of rejection or conditional approval under the immediately preceding paragraph. Upon the filing of such appeal, the Planning Department shall cause the item to be placed on the next available Court agenda for consideration and action by the Court. Failure to file an appeal with the Planning Department within the prescribed period shall constitute the applicant's acceptance of the conditions, or the bases of the rejection, as applicable.

AI-60883 **Planning Department** **20. B.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Irma Castillo,
PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Discussion and possible action to authorize a revision of MGM Platinum Ranches Subdivision Plat as per Texas Local Government Code 232.041

2. Discussion and possible action to authorize a revision of Rio Vegas Ranches Subdivision Plat as per Texas Local Government Code 232.041

BACKGROUND

Fiscal Impact

Attachments

Public Notice-Revision of MGM Platinum Ranches
Public Notice-Revision of Rio Vegas Ranches

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/26/2017 10:43 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Irma Castillo		Started On: 07/26/2017 10:18 AM
Final Approval Date: 08/04/2017		

Public Notice for Revision of MGM Platinum Ranches

As per section 232.041 of the Texas Local Government Code (Revision of Plat), the Commissioners' Court of Hidalgo County Shall consider an application to revise the subdivision plat recorded as MGM Platinum Ranches recorded in Instrument Number 2703886 pages 1-3 of the Map records of Hidalgo County. The proposed revision is to reduce the minimum required rear setback of 35 feet to 20 feet for Lots 501 thru 540 of said plat. Anyone interested in protesting the proposal may do so by voicing their concern at the regular meeting of Commissioners' Court on August 8, 2017, 9:30am at 100 E. Cano, 1st Floor, Edinburg, Hidalgo County, Texas. You may contact T.J. Arredondo, CFM, Director of Planning at (956) 318-2840 with any questions/comments or to request a copy of the plat.

Public Notice for Revision of Rio Vegas Ranches

As per section 232.041 of the Texas Local Government Code (Revision of Plat), the Commissioners' Court of Hidalgo County Shall consider an application to revise the subdivision plat recorded as Rio Vegas Ranches recorded in Instrument Number 2741904 pages 1-3 of the Map records of Hidalgo County. The proposed revision is to reduce the minimum required rear setback of 35 feet to 20 feet for Lots 1 thru 14 of said plat. Anyone interested in protesting the proposal may do so by voicing their concern at the regular meeting of Commissioners' Court on August 8, 2017, 9:30am at 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. You may contact T.J. Arredondo, CFM Director of Planning at (956) 318-2840 with any questions/comments or to request a copy of the plat.

AI-60954 **Precinct #1** **21. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: David Fuentes, COMM. PCT. #1

Submitted By: Kassandra Elejarza, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval of Interlocal Cooperation Agreement between the South Texas Independent School District and the County of Hidalgo for student transportation staging area for the 2017-2018 School Year, agreement expiring August 31, 2018.

BACKGROUND

Monte Alto Veteran's Park
Agreement drafted by DA's Office

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact, county allowing the use of a parking lot only.

Attachments

ICA
Attachment A
Attachment B
Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/03/2017 02:58 PM
Merlen P. Munoz	Merlen P. Munoz	08/03/2017 04:18 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Kassandra Elejarza Started On: 08/02/2017 08:57 AM

Final Approval Date: 08/04/2017

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the _____ day of _____ 2017, by and between SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "South Texas ISD," and the COUNTY OF HIDALGO, TEXAS, by and through Hidalgo County Commissioner Precinct #1, hereinafter referred to as the "COUNTY" pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., hereinafter referred to as the "Act" as follows:

WITNNESSETH:

WHEREAS, South Texas ISD is a political subdivision of the State of Texas and an independent school district located in Hidalgo County, Texas, operating buses for the transportation of students.

WHEREAS, COUNTY is a "local government" as defined by the Act, and political subdivision of the State of Texas and owns property known as Monte Alto Veteran's Park located on Valdez Rd. & 1st Street, Monte Alto, Texas, 78538.

1. Background

This Interlocal Agreement establishes the terms and conditions under which South Texas ISD may use Monte Alto Veteran's Park as a transportation staging area.

2. Purpose

The COUNTY agrees to allow the use of the parking lot at Monte Alto Veteran's Park, hereinafter referred to as the "PROPERTY" by South Texas ISD for the purpose of coordinating student boarding and de-boarding transportation.

3. Scope

The scope of this Agreement is limited to a student boarding and de-boarding transportation staging area at the PROPERTY. Attachment "A" shall describe the dates and times the PROPERTY is to be utilized by South Texas ISD. The transportation staging area shall be designated by the COUNTY in coordination with South Texas ISD, and parties will draft a "Site Layout" reflecting said designation and attach it to this agreement as Attachment "B."

If applicable, the scope of agreements for other cooperative arrangements, such as those regarding fares, is beyond this agreement.

This Agreement shall be in effect from the date of execution by all parties until August 31st of the following year. Both parties, if so desired, may review and execute an additional annual agreement describing terms and conditions. If both parties are unable to execute an agreement, then South Texas ISD must cease using the PROPERTY until an agreement can be executed.

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

4. Duties

a. South Texas ISD may use the PROPERTY as a boarding and de-boarding staging area for student transportation only at the designated area. Vehicles may park in the designated areas as described in Attachment B in order to board and alight passengers. South Texas ISD vehicles shall be prohibited from remaining on the PROPERTY overnight.

b. South Texas ISD agrees that it will assume all responsibility for its busses and/or other vehicles or property, and shall not hold the COUNTY, the PROPERTY, its employees, officials or other affiliates liable for any and all damages.

c. Any act related to the operation and maintenance of South Texas ISD vehicles, equipment and supplies shall be performed by South Texas ISD personnel.

d. South Texas ISD, its employees, agents, staff and any person acting on behalf of South Texas ISD shall not engage in any reckless, negligent, unsafe or otherwise illegal or unethical behavior while on the PROPERTY.

e. South Texas ISD, its employees, agents, staff and any person acting on its behalf shall not modify the PROPERTY in any way. The PROPERTY will be left in exactly the same condition in which it was encountered.

f. South Texas ISD's use of the PROPERTY must not in any way interfere with the normal operations of the PROPERTY and/or the COUNTY.

5. Contact Person

For purposes of this agreement, South Texas ISD shall coordinate with the COUNTY OF HIDALGO, TEXAS, by and through Hidalgo County Commissioner Precinct #1.

6. Notices

South Texas ISD shall provide its transportation schedules, times of boarding and de-boarding of students, names and photos of drivers and other individuals who will have access to the PROPERTY, and all other information pertaining to when and in what manner it will use the PROPERTY. This information must be provided at least two (2) weeks in advance of any

change. South Texas ISD drivers and other personnel subject to this agreement must possess and maintain appropriate licensure from the State of Texas.

7. Liability

The COUNTY assumes no liability for any lost, damaged, or stolen property. South Texas ISD assumes all risk in using the PROPERTY and agrees to be responsible for any damages caused by the negligence of its personnel or negligent use of its equipment to the extent allowed by law. Nothing in this agreement shall be interpreted or construed to waive sovereign or governmental immunity afforded to South Texas ISD pursuant Texas law.

8. Insurance

South Texas ISD shall acquire, maintain and furnish to COUNTY a Certificate of Insurance as proof that it has secured and paid for policies regarding the use or operation of its motor vehicles up to the maximum exposure of South Texas ISD pursuant the applicable statutory caps for damages.

9. Termination

This agreement may be terminated at any time in writing by mutual agreement of the parties or terminated by either party with thirty (30) days notice, in writing, to the other party.

10. Breach of Obligation

Failure to abide by any provision of this agreement shall constitute a breach. Any party claiming a breach will have the right to terminate the agreement immediately in writing.

11. No Transfer or Assignment

This Agreement shall not be assignable. Any attempted or purported transfer or assignment of this Agreement shall be null and void, and shall constitute a material breach of this agreement.

12. Conflict of 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 and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exits.

13. No Waiver.

No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

14. 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 South Texas ISD and the COUNTY, and not otherwise.

15. Written Notice.

Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written noticed delivered in accordance herewith:

If to University: South Texas Independent School District
Attention: Superintendent of Schools
100 Med High Dr.
Mercedes, TX 78570
w/copy to:
Elva Villarreal
Transportation Coordinator

If to County: County of Hidalgo
Attn: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, TX 78539
w/copy to:
Hidalgo County Commissioner Precinct No.1
1902 Joe Stephens Ave.
Ste.101
Weslaco, TX 78599

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

16. 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.

17. Indemnification.

To the extent permitted under the Constitution and the laws of the State of Texas, South Texas ISD shall indemnify and hold harmless the 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 negligent acts or omissions by South Texas ISD, its agents or employees, under this Agreement up to the maximum exposure of South Texas ISD pursuant the applicable statutory caps for damages. Nothing in this agreement shall be interpreted or construed to waive sovereign or governmental immunity afforded to South Texas ISD pursuant Texas law.

18. 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.

19. Headings.

The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

20. Gender and Number.

All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

21. Performance of Governmental Functions.

Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

22. Commitment of Current Revenues.

In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued

performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

23. Authority to Execute.

The execution and performance of this Agreement by South Texas ISD and the COUNTY have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of South Texas ISD and the COUNTY in accordance with its terms.

We the undersigned hereby attest we have authority on behalf of the COUNTY and the South Texas Independent School District, respectively, to execute and abide by this agreement.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the day and year first above written.

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

By: Marla M Guerra 7-31-17
Marla M. Guerra, Ed. D. Date
Superintendent of Schools

HIDALGO COUNTY, TEXAS

By: _____ _____
Ramon Garcia, County Judge Date

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III
Assistant District Attorney

ATTACHMENT A
Schedules

Morning Schedule M-F

Bus # 1	6:40 AM
Bus # 2	7:20 AM
Bus # 3	6:40 AM
Bus # 4	7:20 AM

Afternoon Schedule M-F

Bus #1	5:40 PM
Bus #2	5:00 PM
Bus #3	5:50 PM
Bus #4	5:10 PM

ATTACHMENT B
SITE LAYOUT

Entrance
Bus Parking
Parents
Exit
1st St
1st St
1st St
1st St
1st St
Monte Alto
Veterans Pa
Google
Imagery ©2016 Texas Orthoimagery Program, Map data ©2016 Google
50 ft

SOUT-60 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/2017

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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 R. Raul Cabaza, III	CONTACT NAME: Dolores Ayala PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: dayala@swkins.com
INSURED South Texas Ind School District 100 Med High Drive Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Texas Political Subdivisions INSURER B : Starr Indemnity & Liability INSURER C : Western World Ins. Co. 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							
	CLAIMS-MADE X OCCUR			15F0634	09/01/2016	09/01/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:						Emp Ben.	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	X ANY AUTO			15F0634	09/01/2016	09/01/2017	BODILY INJURY (Per person)	$ 100,000
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 300,000
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 100,000
								$
A	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE			15F0634	09/01/2016	09/01/2017	AGGREGATE	$
	DED X RETENTION $ 0							$
	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	$
B	Student Accident			BAP272369	09/01/2016	09/01/2017	Sports	250,000
C	Educators Liab			BRL0012317	09/01/2016	09/01/2017	Liability	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

HIDALGC

Hidalgo County
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

Raul Cabaza III

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AI-60864 **Precinct #3** **22. A.**

CC - REGULAR

Meeting Date: 08/08/2017

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

Department: COMM. PCT. #3

Information

CAPTION

Approval of 2017 appropriation of funds from the R&B unreserved fund balance for various Pct. 3 R&B Accounts in the amount of $671,417.91 to fund road projects and daily operating expenditures.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Available balance from F/B

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/24/2017 01:14 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Norma Ceballos		Started On: 07/24/2017 12:15 PM
Final Approval Date: 08/04/2017		

DATE: July 24, 2017

2017
Appropriation
AI-

DEPARTMENT HEAD: Commissioner Joe M. Flores

DEPARTMENT NAME: Precinct #3

ACCOUNT NUMBER: 7-1200-431-00-123-005-0

Contact Person: Norma Ceballos Ph#: (956)585-4509

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
7-1200-431-00-123-005-0	610	Pct #3 Rd. Maint. - General Supplies		$ 10,000.00
7-1200-431-00-123-005-0	430	Pct #3 Rd. Maint. - Repair & Maint.		$ 5,000.00
7-1200-431-00-123-005-0	442	Pct #3 Rd. Maint. Equip & Vehicle		$ 10,000.00
7-1200-431-00-123-005-0	623	Pct #3 Rd. Maint. - Bottled Gas		$ 2,000.00
7-1200-431-00-123-005-0-	626	Pct #3 Rd. Gasoline/Diesel		$ 125,000.00
7-1200-431-00-123-005-0-	752	Pct #3 Rd. Vehicles		$ 100,000.00
7-1200-431-00-123-005-0-	721	Pct #3 Rd. Maint. Roads		$ 175,000.00
7-1200-431-00-123-005-0	751	Pct #3 Rd. Maint. Machiney		$ 100,000.00
7-1200-431-00-123-005-0-	753	Pct #3 Rd. Maint. - Furniture & Fixtures		$ 50,000.00
7-1200-431-00-123-005-0	890	Pct #3 Rd. Maint. Other		$ 94,417.91
			TOTAL BUDGET INCREASE (DECREASE)	**$ 671,417.91**

REASON: Pct #3 Fund Balance Appropriations

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-61033 **Precinct #4** **23. A.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Lulu Mayorga, COMM. PCT. #4 **Submitted By:** Lulu Mayorga, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Requesting consideration and approval for title commitment, appraisal, survey, metes and bounds, title policy and acquisition of right of way for the North Brushline Corner Clip Project.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-710

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

BUDGETARY IMPACT:

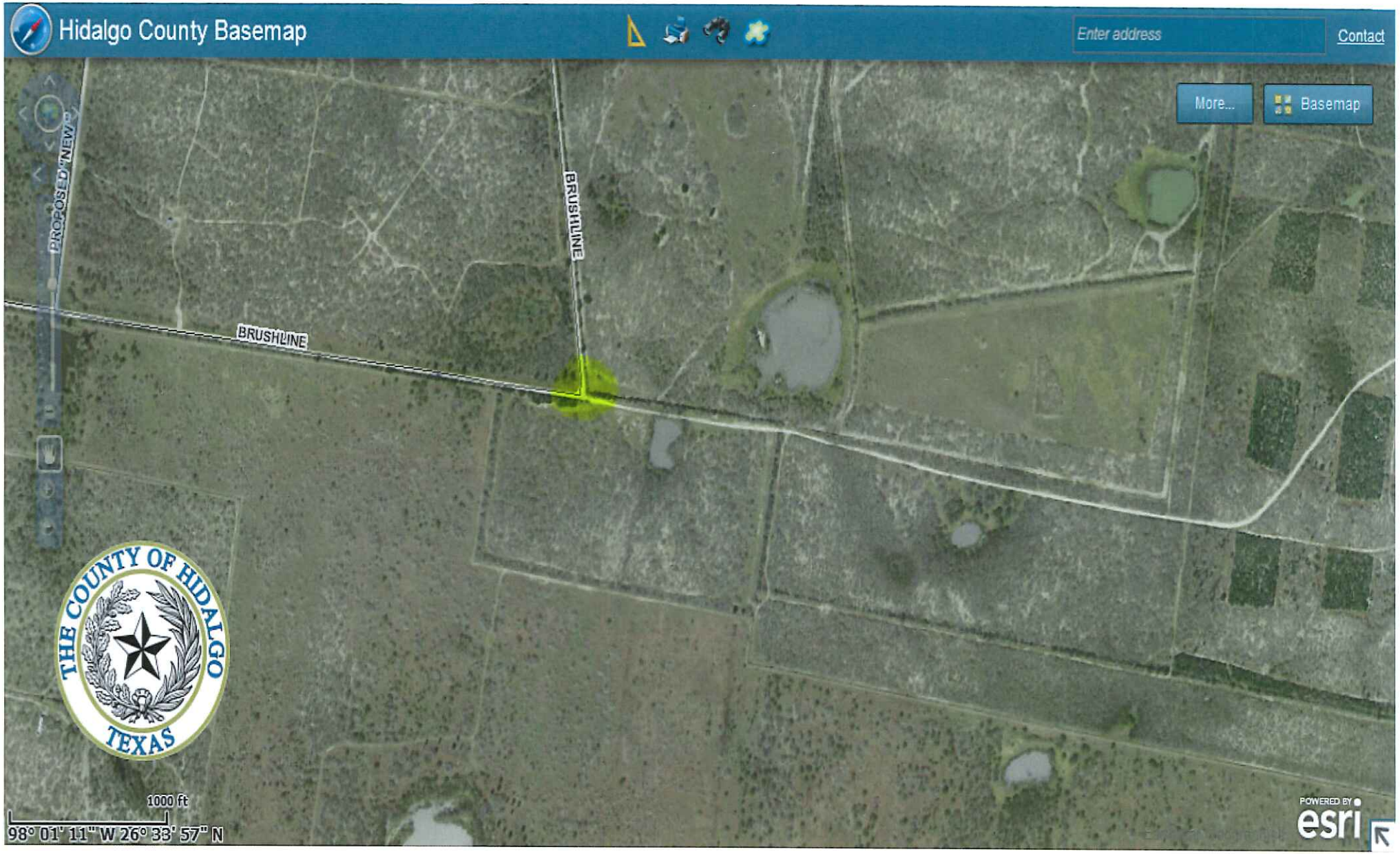
Available balance

Attachments

Map

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2017 11:39 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Lulu Mayorga		Started On: 08/04/2017 10:46 AM
Final Approval Date: 08/04/2017		


Hidalgo County Basemap
Enter address
Contact
More...
Basemap
PROPOSED "NEW"
BRUSHLINE
BRUSHLINE
THE COUNTY OF HIDALGO
TEXAS
1000 ft
98° 01' 11" W 26° 33' 57" N
POWERED BY esri

AI-60885 **Budget and Management** **24. A. 1.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

JP Preservation of Vital Statistics (1100):
Approval of 2017 appropriation of funds for the JP Preservation of Vital Statistics in the amount of $4,839.90 to fund various operating expenditures for JP Pct. 1, Plc 1.

BACKGROUND

To fund vital stats training expenses and purchase of birth and death certificates for JP G. Saenz, Pct. 1, Plc 1.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-412-00-060-003-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $4,839.90 to fund vital stats training expenses and purchase of birth and death certificates for JP G. Saenz, Pct. 1, Plc 1. JP staff will request to Auditor's Office to reclassify PO #759455 for BankNote Corp. of America.

Funds available in acct #7-1100-255-02-000-016-0-000 *GEN FD-RESTRICTED F/B-JP PRSRV VITAL STA* as of 7-26-17.

Attachments

JP Vitals Stats Approp.

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	07/27/2017 08:51 AM
Budget & Management	Veronica Ortiz	07/27/2017 09:54 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Ivan Cantu		Started On: 07/26/2017 11:51 AM
Final Approval Date: 08/04/2017		

DATE: August 8, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for JP Preserv. Of Vital Statistics

ACCOUNT NUMBER: 7-1100-412-00-060-003-0-XXX

Contact Person: Ivan Cantu Ph#: Ext. 5425

2017
Appropriation

AI #60885/CC 8-8-17

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
7-1100-412-00-060-003-0- 550	JP Preserv of Vital Stats-	Printing & Binding	3,902.00
7-1100-412-00-060-003-0- 583	JP Preserv of Vital Stats-	Out of Co. Travel	647.90
7-1100-412-00-060-003-0- 584	JP Preserv of Vital Stats-	Registration	290.00
		TOTAL BUDGET INCREASE (DECREASE)	**4,839.90**

REASON: To fund training expenses in relation to vital statistics and to fund purchase of birth & death certificates for JP G. Saenz, Pct. 1, Plc 1. **Funds to be unreserved from acct #7-1100-255-02-000-016-0-000 GEN FD-RESTRICTED F/B-JP PRSRV VITAL STA**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-60829 **Budget and Management** **24. A. 2.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Debt Service RB Series 2014B & 2014C (1444/1446):
Approval of appropriation and interfund transfer from Capital Project - Sale of Asset (Fund 1303) to Debt Service - RB Series 2014B (Fund 1444) and RB Series 2014C (Fund 1446) in the total amount of $318.88.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-XXXX-XXX-XX-XXX-XXX-X-XXX

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

BUDGETARY IMPACT:

Monies from the unassigned fund balance under Fund 1303.

Fund 1330 was refunded with Series 2005. Series 2005 was later refunded with Series 2014B.
Fund 1336 was refunded with Series 2014C.

Attachments

Appropriation/interfund

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/21/2017 09:49 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Merlen P. Munoz		Started On: 07/21/2017 09:29 AM
Final Approval Date: 08/04/2017		

DATE: July 21, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Various accounts**

ACCOUNT NUMBER: 7-XXXX-XXX-XX-XXX-XXX-X-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

2017

Appropriation/Interfund

AI-60829

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
7-1303-491-01-000-444-0- 891	**TRANSFER OUT**	**REF BONDS 2014B**	**310.20**
7-1444-391-01-000-303-0- 000	**TRANSFER IN**	**SALE OF CAPITAL ASSETS**	**310.20**
7-1303-491-01-000-446-0- 891	**TRANSFER OUT**	**REF BONDS 2014C**	**8.68**
7-1446-391-01-000-303-0- 000	**TRANSFER IN**	**SALE OF CAPITAL ASSETS**	**8.68**
		TOTAL BUDGET INCREASE (DECREASE) - 1303	**(318.88)**
		TOTAL BUDGET INCREASE (DECREASE) - 1444	**310.20**
		TOTAL BUDGET INCREASE (DECREASE) - 1446	**8.68**

REASON: Appropriation of funds to interfund misc. funds to Debt Service. Monies from the unassigned fund balance under Fund 1303 in the amount of $318.88.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-61053 **Budget and Management** **24. A. 3.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

General Litigation (1100):
A. Approval of certification of revenues by the Co. Auditor in relation to insurance settlement proceeds.
B. Approval of 2017 appropriation of funds into General Litigation in the amount of $217,000.00

BACKGROUND

Insurance settlement proceeds in relation to case #C-5144-15-A Joel & Debbie Casares vs. Hidalgo Co.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-415-30-125-006-0-520

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $217,000.00 in relation to insurance settlement proceeds

Funds were receipted on 8-3-17 under acct #*7-1100-360-00-000-005-0-000 GEN FUND-MISC REV-INSURANCE CLAIMS* receipt #213309

Attachments

appropriation
COR
Insurance Settlement Backup
Request for COR Email 8-4-17

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/04/2017 04:15 PM
Budget & Management	Veronica Ortiz	08/04/2017 04:17 PM

Merlen P. Munoz	Merlen P. Munoz	08/04/2017 04:44 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Ivan Cantu		Started On: 08/04/2017 03:33 PM
Final Approval Date: 08/04/2017		

DATE: August 8, 2017

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Mgmt for General Litigation

ACCOUNT NUMBER: 7-1100-415-30-125-006-0-520

Contact Person: Ivan Cantu Ph#: ext. 5425

2017
Appropriation

AI #61053/CC 8-8-17
REVISED

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
7-1100-415-30-125-006-0- 520	General Litigation-	Insurance Other Than Employee Benefits	217,000.00
7-1100-360-00-000-005-0- 000	*Gen. Fund-Misc. Rev.-*	*Insurance Claims*	*217,000.00*
		TOTAL BUDGET INCREASE (DECREASE)	**217,000.00**

REASON: Appropriation of funds in relation to insurance settlement proceeds. Funds were receipted on 8-3-17 **(receipt #213309)**.

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

August 8, 2017

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable David Fuentes, Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, 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 received from insurance proceeds in the amount of $217,000.00. 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

8-8-17
Date

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 138TH 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. | L. KENO VASQUEZ JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | RENEE R. BETANCOURT JUDGE, 449TH D.C.

Becky Luna

From: Ivan Cantu [ivan.cantu@co.hidalgo.tx.us]
Sent: Friday, August 04, 2017 3:39 PM
To: Nereyda Gonzalez
Cc: Damaris SanMiguel; becky.luna@auditor.co.hidalgo.tx.us
Subject: Request for Certification of Revenues for Insurance Settlement Proceeds
Attachments: Insurance Settlement Backup.pdf

Good afternoon Nereyda:

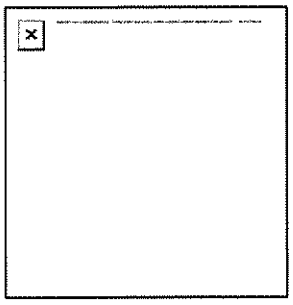
We are requesting a certification of revenues in relation to an insurance settlement proceeds that was receipted yesterday, 8-3-17 in the amount of $217,0000.00 (receipt #213309). Please be advised that agenda item #61053 has been prepared to appropriate these funds under the General Litigation expense account. This agenda item will be moved to CC 8-8-17.

Attached, please find the pertinent documentation in relation to this request.

Ivan Cantu

Budget Analyst III

Hidalgo Co. Dept. of Budget & Management
2818 S. Bus. Hwy 281, Admin. Bldg.
Edinburg, TX 78539
Phone: (956) 292-7025 ext. 5425
Fax: (956) 292-7035
ivan.cantu@co.hidalgo.tx.us



AI-61053 **Budget and Management** **24. A. 3.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

General Litigation (1100):
A. Approval of certification of revenues by the Co. Auditor in relation to insurance settlement proceeds.
B. Approval of 2017 appropriation of funds into General Litigation in the amount of $217,000.00

BACKGROUND

Insurance settlement proceeds in relation to case #C-5144-15-A Joel & Debbie Casares vs. Hidalgo Co.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-415-30-125-006-0-520

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $217,000.00 in relation to insurance settlement proceeds

Funds were receipted on 8-3-17 under acct *#7-1100-360-00-000-005-0-000 GEN FUND-MISC REV-INSURANCE CLAIMS* receipt #213309

Attachments

appropriation
Insurance Settlement Backup
Request for COR Email 8-4-17

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/04/2017 04:15 PM
Budget & Management	Veronica Ortiz	08/04/2017 04:17 PM
Merlen P. Munoz	Merlen P. Munoz	08/04/2017 04:44 PM

Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Ivan Cantu		Started On: 08/04/2017 03:33 PM
Final Approval Date: 08/04/2017		

DATE: August 8, 2017

2017
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Mgmt for General Litigation

AI #61053/CC 8-8-17
REVISED

ACCOUNT NUMBER: 7-1100-415-30-125-006-0-520

Contact Person: Ivan Cantu Ph#: ext. 5425

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
7-1100-415-30-125-006-0- 520	General Litigation-	Insurance Other Than Employee Benefits	217,000.00
7-1100-360-00-000-005-0- 000	*Gen. Fund-Misc. Rev.-*	*Insurance Claims*	*217,000.00*
		TOTAL BUDGET INCREASE (DECREASE)	**217,000.00**

REASON: Appropriation of funds in relation to insurance settlement proceeds. Funds were receipted on 8-3-17 **(receipt #213309)**.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

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

Receipt No: 213309

Received From: EXECUTIVE OFC. 08/02/17 Date 08/03/17

1	3600006676	C-5144-15-A SETTLMNT PROCEEDS	7-1100-360-00-000-005-0-000	217,000.00

Total: 217,000.00

Check Total	217,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

COPY

HIDALGO COUNTY
EXECUTIVE OFFICE

REVENUE REMITTANCE FORM
DATE: 8/2/17

TO: HIDALGO COUNTY TREASURER $ 217,000.00

INSURANCE REIMBURSEMENTS FROM TAC: $_____

A. Credit acct. # _____
B. Explanantion: _____

OTHER REVENUE OR REIMBURSEMENTS: $_____

A. Credit acct. #0-1100-360-00-000-0005-0-000
B. Explanation: Settlement Proceeds exceeding STR Balance from insurance company. Total Settlement $ 277,000.00 - Joel + Debbie Casares V. Co. & other claimants. C-5144-15-A

GRAND TOTAL REMITTED TO TREASURER $ 217,000.00

APPROVED BY: _____ 8/2/17
DEPARTMENT SUPERVISOR DATE

PREPARED BY: _____
ASSISTANT

TREASURER'S
RECEIPT #

WARNING : THE FACE OF THIS DOCUMENT CONTAINS A VOID FEATURE WITHIN A RED AND BLUE BACKGROUND : WARNING

Princeton Excess and Surplus Lines Ins Comp

555 College Road East
Princeton, NJ 08543

JPMorgan Chase Bank N.A.
Syracuse, NY

50-937
213

NO. 3600006676

DATE	AMOUNT
07/28/2017	*******$217,000.00

EXACTLY: Two hundred seventeen thousand and 00/100 Dollars

PAY TO THE ORDER OF
HIDALGO COUNTY
100 N. CLOSNER BLVD.
EDINBURGH TX 78540-0000

Robin Wellington

⑈3600006676⑈ ⑆021309379⑆ 630153556750⑈

PLEASE DETACH BEFORE DEPOSITING AND RETAIN FOR YOUR RECORDS

Princeton Excess and Surplus Lines Ins Comp

555 College Road East
Princeton, NJ 08543

ACCOUNT CODE: JPM24-1201-1003CL0000
ACCOUNT TYPE: Claims
PAYEE NAME: HIDALGO COUNTY

CHECK NO: 3600006676
DATE: 07/28/2017

DESCRIPTION	GROSS	DISCOUNT	NET AMOUNT
Y324670000000268 07/27/2017	217,000.00		217,000.00
TOTAL	$217,000.00	0.00	$217,000.00

* Joel + Debbie Cazares Case

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 8/2/17 BY:

From: Maria A. Alvarez [mailto:maida.alvarez@co.hidalgo.tx.us]
Sent: Tuesday, June 20, 2017 1:30 PM
To: ChristopherDuffy@munichreamerica.com
Cc: valde.guerra@co.hidalgo.tx.us; Monica Badillo; Armando Guzman; David Guerrero
Subject: J. & D. Casares, Reyna, Morales, B. Casares v. Hidalgo County

Mr. Duffy,

DOI: 10/06/15
AAIC #: 2341797
Tristar #: 15604073

Attached are the "Compromise Settlement Agreement & Release Arising During Mediation" forms for each claimant.

The case was settled for $277,000.00 on June 19, 2017 at Mediation.

Settlement breakdown as follows:

Joel Casares - $93,500.00
Debbie Casares - $93,500.00
Benjamin Morales - $50,000.00
Fernando Reyna - $32,500.00
Bobby Casares - $7,500.00

Please contact Chief Armando Guzman with any questions or concerns.

M. Aida Alvarez
Hidalgo County Safety Division
9805 N. 10th Street
McAllen, Tx 78504
Office: (956) 292-7032 - Ext. 5441
Fax: (956) 318-2658
maida.alvarez@co.hidalgo.tx.us

Princeton Excess & Surplus Lines Ins. Co.
555 College Road East PO Box 5241
Princeton, NJ 08543

Print Date: 7/28/2017
Print Time: 4:01:20AM

Business Booked As Of 07/27/2017

Statement of Claims and Losses
Processing Month JULY

Hidalgo County
100 N. Closner Blvd.
Edinburgh TX 78540-0000

Payment Ref #	Claim Claimant	POLICY_NO	TYPE	Insured Name	Amount Of Payment	Memo
000000000003099	002341797-01	N1A3RL000008702	PP	Hidalgo County, Texas	$217,000.00	
				Account Total (US $)	$217,000.00	

RECEIVED
AUG - 1 2017
COUNTY JUDGE

COPY

HIDALGO COUNTY
EXECUTIVE OFFICE

REVENUE REMITTANCE FORM
DATE: 8/2/17

TO: HIDALGO COUNTY TREASURER $ 217,000.00

INSURANCE REIMBURSEMENTS FROM TAC: $_____

A. Credit acct. # _____
B. Explanantion: _____

OTHER REVENUE OR REIMBURSEMENTS: $_____

A. Credit acct. #0-1100-360-00-000-005-0-000
B. Explanation: Settlement proceeds exceeding SIR Balance from insurance company. Total Settlement $ 277,000.00 - Joel & Debbie Casares v. Co. & other claimants. C-5144-15-A

GRAND TOTAL REMITTED TO TREASURER $ 217,000.00

APPROVED BY: [signature]
DEPARTMENT SUPERVISOR

8/2/17
DATE

PREPARED BY: _____
ASSISTANT

_____
TREASURER'S RECEIPT #

AUG 2 '17 PM 2:58 TREAS

WARNING : THE FACE OF THIS DOCUMENT CONTAINS A VOID FEATURE WITHIN A RED AND BLUE BACKGROUND : WARNING

Princeton Excess and Surplus Lines Ins Comp

555 College Road East
Princeton, NJ 08543

JPMorgan Chase Bank N.A.
Syracuse, NY

50-937
213

NO. **3600006676**

DATE	AMOUNT
07/28/2017	*******$217,000.00

EXACTLY: Two hundred seventeen thousand and 00/100 Dollars

PAY TO THE ORDER OF
HIDALGO COUNTY
100 N. CLOSNER BLVD.
.
EDINBURGH TX 78540-0000

Robin Willcox

⑈3600006676⑈ ⑆021309379⑆ 6301535567509⑈

PLEASE DETACH BEFORE DEPOSITING AND RETAIN FOR YOUR RECORDS

Princeton Excess and Surplus Lines Ins Comp

555 College Road East
Princeton, NJ 08543

ACCOUNT CODE: JPM24-1201-1003CL0000
ACCOUNT TYPE: Claims
PAYEE NAME: HIDALGO COUNTY

CHECK NO: 3600006676
DATE: 07/28/2017

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* Joel + Debbie Cazares Case			
TOTAL	$217,000.00	0.00	$217,000.00

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ON: 8/2/17 BY:

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To: ChristopherDuffy@munichreamerica.com
Cc: valde.guerra@co.hidalgo.tx.us; Monica Badillo; Armando Guzman; David Guerrero
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Mr. Duffy,

DOI: 10/06/15
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Bobby Casares - $7,500.00

Please contact Chief Armando Guzman with any questions or concerns.

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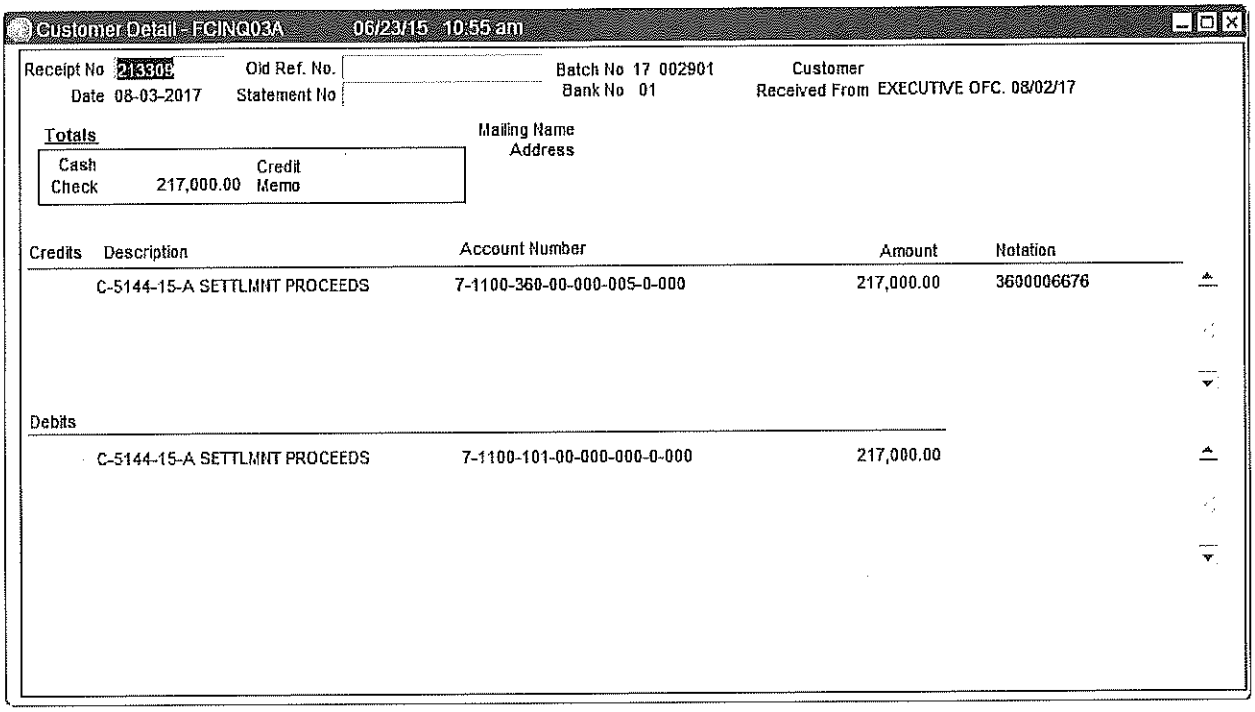
Fax: (956) 318-2658
maida.alvarez@co.hidalgo.tx.us


Customer Detail - FCINQ03A 06/23/15 10:55 am
Receipt No 213305
Old Ref. No.
Batch No 17 002901
Customer
Date 08-03-2017
Statement No
Bank No 01
Received From EXECUTIVE OFC. 08/02/17
Totals
Cash
Check 217,000.00
Credit
Memo
Mailing Name
Address
Credits Description Account Number Amount Notation
C-5144-15-A SETTLMNT PROCEEDS 7-1100-360-00-000-005-0-000 217,000.00 3600006676
Debits
C-5144-15-A SETTLMNT PROCEEDS 7-1100-101-00-000-000-0-000 217,000.00

Request for Certification of Revenues for Insurance Settlement Proceeds August 4, 2017 3:38 PM

From: Ivan Cantu

To: Nereyda Gonzalez

Cc: Damaris SanMiguel becky luna

Insurance Settlement Backup.pdf (347 KB) Download | Briefcase | Remo

Good afternoon Nereyda:

We are requesting a certification of revenues in relation to an insurance settlement proceeds that was receipted yesterday, 8-3-17 in the amount of $217,0000.00 (receipt #213309). Please be advised that agenda item #61053 has been prepared to appropriate these funds under the General Litigation expense account. This agenda item will be moved to CC 8-8-17.

Attached, please find the pertinent documentation in relation to this request.

Ivan Cantu
Budget Analyst III
Hidalgo Co. Dept. of Budget & Management
2818 S. Bus. Hwy 281, Admin. Bldg.
Edinburg, TX 78539
Phone: (956) 292-7025 ext. 5425
Fax: (956) 292-7035
ivan.cantu@co.hidalgo.tx.us

AI-60950 **Purchasing Department** **25. A. 1.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Rocio Villarreal, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Finalizing or completion of scoring/evaluation sheets of both nominated architectural firms of HDR and HOK for the purpose of [tabulation & averaging score sheets] ranking by CC so as to proceed to next step of the process-commence negotiations;
B. Authority to commence the negotiation process with the number one ranked firm of _____ by the following selected/designated parties [HCCC to list names] with the Purchasing Department as a facilitator for the purpose of a letter of engagement/contract with an architectural firm for the design and construction of a New Hidalgo County Courthouse.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact at this time.

Attachments

Architects Pool
Evaluation/Scoring Forms for Architects
Selection fo Architects-CC Minutes
Presentation of Architects
7/25/17-Restatement of the Architects Presentation grid

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/03/2017 10:36 AM
Budget & Management	Veronica Ortiz	08/03/2017 10:37 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Marty Salazar Started On: 08/01/2017 06:01 PM
Final Approval Date: 08/04/2017

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: FEBRUARY 04, 2015 | **RFQ ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFQ: "PROFESSIONAL ARCHITECTURAL SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2015-005-02-04-YSS

RFQ	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
1	ROFA Architects Inc. McAllen, TX	√
2	Negrete & Kolar Architects, LLP Austin/Edinburg, TX	√
3	HOK, LLP Dallas, TX	√
4	PBK Architects Inc. McAllen, TX	√
5	Milnet Architectural Services McAllen, TX	√
6	Mata & Garcia Architects, LLP McAllen, TX	√
7	Gignac & Associates LLP McAllen, TX	√
8	Sam Garcia Architect, LLC McAllen, TX	√
9	The Warren Group Architects Inc McAllen, TX	√
10	Gomez Mendez Saenz Inc. Brownsville, TX	√
11	HDR Architecture, Inc. Dallas, TX	√
12	ERO Architects McAllen, TX	√
13	Alcocer, Garcia, & Associates Inc. Hidalgo, TX	√
14	Fulcrum Consulting Services Harlingen, TX	√

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2015-005-02-04-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provide information on proposed professional Firm experience	5	
➢ One (1) certified A.I.A. Architect with educational background or strong experience in, but not limited to General Building Design & Construction; structural planning and design; needs assessment; interior design etc.	3	
➢ One (1) certified A.I.A Architect with educational background and strong experience in, but not limited to General Building Design & Construction; structural planning and design; needs assessment; interior design etc. who has designed and constructed at least two (2) projects in the area.	7	
Comments/Rationale For Points:		TOTAL _____
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ One (1) technical staff member with five (5) years experience	3	
➢ One (1) technical staff member with ten (10) years experience	7	
Comments/Rationale For Points:		TOTAL _____
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be a certified A.I.A. with adequate experience in similar nature and scope	5	
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager with two (2) types of projects plus be 50 % involvement with technical development of project	3	
➢ Project Manager with five (5) types of projects plus be 85-100 % involvement with technical development of project	7	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ 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 pts 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, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Project Name:_____ Department:_____

Firm/Participant Name:_____

Evaluator's Signature/Name:_____ Date: _____

Vote: 5 - 0 - Unanimously

Judge Ramon Garcia is to be the main point of contact between Martha Salazar.

C. Nomination of at least 3 firms from HC current approved "pools" of professional services providers:
1. County's obligation for professional services under construction project:
a. Geo Technical;
b. Materials Testing;
c. Surveyors;
d. Civil Engineer;

Ms. Salazar mentioned that the civil engineer could be based on some limited scope or they are going to need that definition.

Commissioner Cantu suggested to first select civil and then as they hire an architect they can help them determine when they are going to need geo technical and others. The commissioner also proposed joining together civil and the surveyors.

Ms. Salazar mentioned that the first 3 are prior to construction, however 3 is the minimum they can always nominate more than that.

Nominations for Geotechnical and Materials Testing per precincts:

Judge Garcia: Terracon Sonsultants, Inc., Reba Kistner and PSI.

Commissioner A.C. Cuellar Pct.1: Terracon Sonsultants, Inc. , Reba Kistner and PSI.

Commissioner Eduardo "Eddie" Cantu Pct. 2: L & G, MEG Engineers and Terrecon Consulting & Eng.

Commissioner Joe M. Flores Pct. 3: L & G, MEG Engineers and Terrecon Consulting & Eng.

Commissioner Joseph Palacios Pct.4 nominated all of the above.

Nominations for CIVIL ENGINEERING AND SURVEING WORK per precincts:

Judge Garcia: S & B Infrastructure Group, LTD., Dannenbum Engineering Company, and HALFF.

Commissioner A.C. Cuellar Pct.1: S & B Infrastructure Group, LTD., Dannenbum Engineering Company, and HALFF and TEDSI.

Commissioner Eduardo "Eddie" Cantu Pct. 2: Quintanilla Headley & Associates, Inc., South Texas Infrastructure Group LLC., and HALFF Associates, Inc.

Commissioner Joe M. Flores Pct. 3: S & B Infrastructure Group, LTD., L & G Engineering and HALFF Associates, Inc.

Commissioner Joseph Palacios Pct.4: S & B Infrastructure Group, LTD., L & G Engineering and HALFF Associates, Inc.

D. Architect
Nomination of at least 3 firms from HC current approved "pool' of Architectural Firms to complete the final phases for the Design and Construction of a New Courthouse [i.e. design development, construction documents; bidding or negotiation phase, construction/contract administration, & project close-out and warranty phases.

ARCHITECT

Judge Garcia: HOK, LLP., HDR Architecture, Inc. and ERO Architects.

Commissioner A.C. Cuellar Pct.1: HOK, LLP., HDR Architecture, Inc. and ERO Architects.

Commissioner Eduardo "Eddie" Cantu Pct. 2: HOK, LLP., HDR Architecture, Inc. and ERO Architects.

Commissioner Joe M. Flores Pct. 3: ERO Architects, HDR Architecture, Inc., and HOK, LLP.

Commissioner Joseph Palacios Pct.4: ERO Architects, HDR Architecture, Inc., and HOK, LLP.
E. Selection of Evaluation Committee(s) - Professional Services Providers Nominated:

Judge Garcia

Commissioner A.C. Cuellar Pct.1

Commissioner Eduardo "Eddie" Cantu Pct.2

Commissioner Joe M. Flores Pct. 3

Commissioner Joseph Palacios Pct.4

Mr. Valde Guerra

B. **Pct. 2**

1. **AI-53664** Acceptance and approval of Work Authorization No. 8 (with an estimated cost of $3,952.13) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide Construction Material Testing Services for the Pct. 2 Las Milpas Road(McColl to Jackson Rd)Project.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. **AI-53662** Acceptance and approval of Work Authorization No. 9 (with an estimated cost of $5,206.03) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide Construction Material Testing Services for the Pct. 2 San Antonio (Moore-Sam Houston) Road Project.

Judge Garcia stepped away from the meeting.

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: 4 - 0 - Unanimously

3. **AI-53654** a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Consulting Engineers, Inc., for "Pct 2 Boys & Girls Club Facility Project " as approved for negotiations on CC 2/23/16 and subject to compliance with HB23 and HB1295 [if and when applicable], and legal review for the design and construction management and inspection of the project;

Ms. Salazar requested Mr. Sergio Cruz to explain the concerns raised by the Auditor's Office.

Mr. Sergio Cruz approached the court to state some concerns in regards to the use of the applicable use of the CO's, at the moment they are requesting approval base on legal approval and bond counsel approval.

Commissioner Cantu stated that they shouldn't need any bond counsel approval, when it's only a community resource center and was approve under the bond. According to the commissioner if it doesn't fall under the community resource center which it will, it is almost exactly as the building next to this one. Once again, he stated that they do not need bond counsel to approve.

In reference, Ms. Salazar commented to the commissioner that they wouldn't need bond approval if the title was CRC and not Boys and Girls Club.

AI-53912 **Purchasing Department** **6. A.**

CC REGULAR- 9:30 A.M.

Meeting Date: 03/31/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on the following:

Hidalgo County Commissioners Court to hear [through presentations with Q&A] from nominated Architects, Geo-technical & Construction Materials Testing Engineering Firms in connection with the design & construction of a New Hidalgo County Courthouse for the purpose of grading/evaluating and finalizing scoring sheets with each professional firm limited to a maximum of 10 minutes for their presentations to identify either specific courthouse or other significant projects with emphasis on the composition of project team identifying firm's personnel and local participation:

1. Architect Firms:
A. HDR, Architecture, Inc.
B. HOK - Hellmutt, Obata, Kassabaum, L.P.

2. Geo-technical and Construction Materials Testing Firms:
A. Terracon Consultants, Inc.
B. Professional Service Industries, Inc.
C. Millennium Engineers Group, Inc.
D. L & G Consulting Engineers, Inc.
E. Raba Kistner, Inc.

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Form Started By: Monica Badillo Started On: 03/28/2016 09:21 AM

Final Approval Date: 03/28/2016

AI-60703 **Purchasing Department** **25. A. 1.**

CC - REGULAR

Meeting Date: 07/25/2017

Submitted For: Rocio Villarreal, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of the negotiated agreement for the provision of Project/Program Management Services in connection with the design and construction of a New Hidalgo County Courthouse between Hidalgo County and JACOBS Project Management Co. including any specific details, exceptions, modifications, additions and/or deletions request by CC and subject to final legal review and compliance with all requirements of the contract;

B. Restatement of the original presentations made by two [2] architectural firms of HDR & HOK to HCCC in connection with the Design and Construction of a New Hidalgo County Courthouse for the purpose of completing the aspect of the process of scoring/grading/evaluating the firms for ranking and thereafter commence negotiations for an engagement letter.

BACKGROUND

Project/Program Management Services:
1. On 05-02-17 HCCC took action to cease negotiations with the number one [1] ranked Group/Firm of Dannenbaum and the number two [2] ranked firm of Jacobs was selected to commence negotiations ;
2. Negotiations held on 05-08-17 & 06-01-17 respectively at posted Workshops;

Architectural Services:
1. Two [2] firms nominated on 03-07-16 from HC approved/qualified pool of Architects;
2. Firms made presentations based on a Questionnaire provided by Hidalgo County on 03-31-16;
3. No scoring has been completed.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 1350-419-40-125-035-0-730

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

BUDGETARY IMPACT:

C/Os 2016 New Courthouse Building. additional funding will be identified through upcoming debt issuances.

Attachments

Backup

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/21/2017 04:44 PM
Final Approval	Monica Salinas	07/21/2017 05:27 PM

Form Started By: Marty Salazar Started On: 07/13/2017 05:23 PM

Final Approval Date: 07/21/2017

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

HIDALGO COUNTY

"Professional Architectural Services"

RFQ NO.: 2015-005-02-04

Scoring & Evaluation Grid

SCORE/GRADE	HDR ARCHTECTURE, INC	HOK, LLP
EVALUATOR 1		
EVALUATOR 2		
EVALUATOR 3		
EVALUATOR 4		
EVALUATOR 5		
AVERAGE SCORE GRADE		
RANKING		

1st Ranked: _____ **Date:** 08 /08 /2017

2nd Ranked: _____ **Date:** 08/08/2017

AI-60750 **Purchasing Department** **25. A. 2.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to reject sole bid received for project titled "Pick up of Used Oil, Oil Filters and Antifreeze & Other Misc. Products" through project No.: 2017-165-06-28-SGS and re-bid project.

BACKGROUND

1. Sole bidder-(Safety-Kleen)requests the addition of a Provision of "Non-Conforming Waste" be added to the County Draft agreement. Legal Counsel, advises that any Provision not stated in a County Draft agreement, should not be accepted by the County. 2. Refer to AI#57209 11/22/16. (approval to re-advertise project)

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact at this time.

Attachments

Provision

Participation

Bid Acceptance - Sign In Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/01/2017 08:34 AM
Budget & Management	Veronica Ortiz	08/01/2017 09:17 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Sandy Suarez Started On: 07/18/2017 04:01 PM
Final Approval Date: 08/04/2017

safety-kleen.

PROTECTION·CHOICES·PEOPLE
MAKE GREEN WORK

June 26, 2017

Hidalgo County
2812 S. Business Highway 281
Edinburg, Texas 78539

Re: Alternative Language

Dear Hidalgo County,

To better protect both Safety-Kleen Systems Inc. and Hidalgo County, Safety-Kleen Systems Inc. hereby requests the addition of Safety-Kleen Systems, Inc.' Non-Conforming Waste provision.

"If the work involves the transportation and disposal of Waste, the Customer shall provide Contractor with a description of said waste ("Waste Profile"). Upon approval by Contractor, the Waste Profile shall be incorporated into and become a part of this Agreement. Waste materials discovered by Contractor to be non-conforming, if in Contractor's possession, shall be prepared for lawful transportation by Contractor and returned to the Customer within a reasonable time after rejection by Contractor, unless the parties agree to an alternative and lawful manner to dispose of the waste materials. The Customer shall pay Contractor at agreed rates for the handling, loading, preparing, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials. The waste material shall be considered non-conforming if the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile. Notwithstanding anything to the contrary, Customer shall be solely responsible for any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Contractor may hereafter incur, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances arising out of or related to non-conforming waste materials. ".

Additionally, Safety-Kleen Systems, Inc. also hereby requests the revision to para. 1, page 4 of draft Sample Contract to include the following (", or connected with the provision of the Service by Company under this Contract, provided and to the extent the same are caused by the negligence or willful misconduct of Contractor.").

Safety-Kleen Systems, Inc. appreciates the opportunity to present you with this bid, and look forward to meeting your environmental needs and exceeding your service expectations.

Please contact me if you have any additional questions.

Sincerely,

Rachel Watson
Government Business Developer Specialist
rachel.watson@safety-kleen.com
972.265.2454 (o) 972-265-2947 (f)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDERS LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: JUNE 28, 2017 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BIDDESCRIPTION: HIDALGO COUNTY (all funding sources) "PICK UP OF USED OIL, OIL FILTERS & ANTIFREEZE & Other Misc. Products"
BID NO.: 2017-165-06-28-SGS

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS
1	Nilco Enterprises, Inc. (Dial Lubricants) Lizet Cabrates---Eric W. Nilson Anita Escalera	BLM	Sandy Suarez		PO Box 540607 Dallas, Texas 75354 972-501-0266 - 972-501-0265 anita@diallubricants.com
2	Heritage -Crystal Clean Carla Sipe	BLM	Sandy Suarez		Heritage-Crystal Clean, LLC 2175 Point Blvd., Suite 375 Elgin, IL 60123 D: 847-930-3082 F: 847-836-5677 Carla.sipe@crystal-clean.com
3	Ygriega Environmental Services LLC, Arnold Maldonado	BLM	Sandy Suarez		410 North 87th Street Edinburg, TX 78542 956-381-6464 / 6969- 956-381-6446 yenvironmentalserv@yahoo.com
4	Safety-Kleen Systems Inc. Richard Gaona	BLM	Sandy Suarez		1217 East Tamarack McAllen, TX 78501 C- 956.566.2677 O- 956.682.1951 F- 956.630.6728 richard.gaona@safety-kleen.com
8	Veolia North America Margie Ratcliff	Email	Sandy Suarez		1800 S Hwy 146 Baytown, TX. 77521 O- 281-425-7167 C -409-289-2075 Margie.ratcliff@veolia.com
5	Prime Vendor, Inc. Ashley Reed	Email	Sandy Suarez		4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 work41@prime-vendor.com
6	**Chemsol Services, Inc.** John Betancourt Rubi Soto	Email	Sandy Suarez		Office – 956.440.7408 Cell – 956.535.1476 sales@chemsol.com
7	Prime Vendor Inc. Bretta Rundhammer	EMR	Sandy Suarez		4622 Cedar Avenue Bldg 5 Suite 124 Wilmington NC 28403 P- 800-746-9554 F: 800-746-8307 bids20@prime-vendor.com

8	Onvia Jacqueline Sessa Agency Relationship	EMR	Sandy Suarez		509 Olive Way Seattle, WA 98101 P: (206) 373-9150 jsessa@onvia.com
9	Euclid Infotech Rakhi Patil No. 36738410	EMA	Sandy Suarez		201, Eden Rose Shopping Centre Beverly Park, Kanakia Rd. Opp. Cinemax Mutiplex, Mira Rd. East, Thane 401107 , India P- 91.22.28555551 Tenderingauthority400@gmail.com
10	Arguindegui Oil Company Attn. Rene Torres	BML	Sandy Suarez		4506 Hwy 359 Laredo, Texas 78043 Tel: 956-722-5251 rene.torres@argpetro.com csr@argpetro.com
11	Prime-Vendor Laurie Melnick	EMR	Sandy Suarez		4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Bids1@prime-vendor.com
12	Trans-Environmental Services, LLC Aaronn Hulett Cody Gil	EMR	Sandy Suarez		972) 243-1210 Office (972) 800-1305 Cell (972) 243-1435 Fax ahulett@trans-environmental.com
13	H & H OIL Chance Sergio Garza	TR	Sandy Suarez		S. 956-598-7289 O. 361-289-5220 x 307 chanceb@hhrecycling.com sergiog_18@hotmail.com
14	RGV PUMPS Eliud George Jay Miranda	TR	Sandy Suarez		940 Ansalduas San Benito, TX 78586 O. 956-399-1400 Eliud -C. 956-281-8177 F. 210-855-8870 Jay - P. 956-660-6202 rgvpumps@aol.com
15	Sundance Fuels, Ltd. Attn: Lindsay Clark	BLM	Sandy Suarez		P. O. Box 2495 Spring, Texas 77383-2495 Cell: 956-200-4298 lindsay@sundancefuels.com

***VIA: EMAIL IN PERSON (IP) TELEPHONE REQUEST (TR) BIDDER LIST MAIL OUT (BLM)**

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: JUNE 28, 2017 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Disposal Of Used Oil, Oil Filters And Anti-Freeze"

RFB NO: 2017-165-06-28-SGS | **BUYER: SANDY SUAREZ**

	NAME OF COMPANY/LOCATION	
#1 Safety Kleen	Waste Oil Removal – (Gal)	$ -0-
	Anti-Freeze Removal- (Gal)	$ .50
	Used Filters Removal- (drum)	$ 30.00
	Absorbents Removal –(drum) (including drip pads, rags, oil contaminated soil etc.)	$ 96.00
	Container size: Filters, rags etc. - Drum- size 55 Gal Oil –Antifreeze - Container size _____	$ 76.00 $ 10.00
#2	Waste Oil Removal – (Gal)	$ _____
	Anti-Freeze Removal- (Gal)	$ _____
	Used Filters Removal- (drum)	$ _____
	Absorbents Removal –(drum) (including drip pads, rags, oil contaminated soil etc.)	$ _____
	Container size: Filters, rags etc. - Drum- size _____ Oil –Antifreeze - Container size _____	$ _____ $ _____
#3	Waste Oil Removal – (Gal)	$ _____
	Anti-Freeze Removal- (Gal)	$ _____
	Used Filters Removal- (drum)	$ _____
	Absorbents Removal –(drum) (including drip pads, rags, oil contaminated soil etc.)	$ _____
	Container size: Filters, rags etc. - Drum- size _____ Oil –Antifreeze - Container size _____	$ _____ $ _____

Hidalgo County Purchasing Department

Bid Opening Sign-In Sheet

Date: June 27, 2017

	Please Print Name	Company Name
1.	ROXXIE MANN	HALFF ASSOCIATES
2.	MILES BULLION	HALFF ASSOCIATES
3.	Raul Aguirre	G & G Contractors
4.	Oscar Cordova	Valley Paving Inc.
5.	Ben Garza	Venser contractors LLC
6.	JAVIER VELA	Venser Contractors LLC
7.	Jorge Ramos	Reim Construction.
8.	Leonardo Monter	Five Star Galaxy
9.	Norma Cantu	Co. Clerk
10.	TANYA De Lira.	
11.		
12.		
13.		

	Bid #	Description
1.	5016-30-0311-5000-3000-UCP-GVG	City of Granjeno- 2016 Street Improvements
2.	2017 -149-06-21-HGO	Hidalgo County Health Department – Online Pharmacy Billing Services
3.	2017-165-06-28-SGS	Disposal of Used Oil, Oil Filters and Anti-Freeze"
4.		
5.		

9

2

Hidalgo County Purchasing Department
Bid Opening Sign-In Sheet

Date: June 27, 2017

	Please Print Name	Company Name
1.	FRANCISCO CHAVEZ	ZGS/EARTHWORKS
2.	Larry Hinojosa	CAPA
3.	CARLOS TREVINO	HINOJOSA ENGINEERING, INC.
4.	Nicola Iuvone	10C
5.	Cynthia Garcia	MJA Construction
6.	Christina Puente	RDH Site & Concrete
7.	Melissa Rosas	RDH Site & Concrete
8.	Guadalupe V Garcia	Urban County Program
9.	Anna De Leon	
10.		
11.		
12.		
13.		

	Bid #	Description
1.	5016-30-0311-5000-3000-UCP-GVG	City of Granjeno- 2016 Street Improvements
2.	2017 -149-06-21-HGO	Hidalgo County Health Department – Online Pharmacy Billing Services
3.	2017-165-06-28-SGS	Disposal of Used Oil, Oil Filters and Anti-Freeze"
4.		
5.		

AI-60714 **Purchasing Department** **25. A. 3.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the sole responsible vendor submitting the lowest and best bid [and meeting all specifications and requirements] for the purpose of award of bid to Rochester Armored Car Co, Inc., including approval of the contract for the project numbered and titled: RFB No.: 2017-121-06-21-HGO - "Armored Car Services".

BACKGROUND

a.] 5 - Packets requested and distributed

b.] 1 - Bid received

c.] Current contract expires September 4, 2017

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding to be supplied by user departments as needed.

Attachments

Contract

HB1295

Legal Approval

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/19/2017 04:38 PM
Budget & Management	Veronica Ortiz	07/20/2017 08:45 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Heidi Ortiz		Started On: 07/17/2017 11:52 AM
Final Approval Date: 08/04/2017		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-121-08-08

THIS CONTRACT is made and entered into this **8th day** of **August, 2017** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Rochester Armored Car Co., Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Armored Car Services"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibit "A" (the "RFB") and a copy of the Company's response to the RFB attached hereto as Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of **one (1) year** beginning **September 5, 2017**, expiring on **September 4, 2018** and may be extended at the sole discretion of County for an additional two (2) one (1) year periods, under the same rates, terms, and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this bid for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract 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. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

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 in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

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 coverage and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. **Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.**

10. This Contract shall not be assignable in whole or in part by either party

without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **Rochester Armored Car Co., Inc.**
Attn: William P. Shea
P. O. Box 8
Omaha, Nebraska 68101

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. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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.

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.

20. **Nondiscrimination.** Company/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

21. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement. EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

COMPANY:
Rochester Armored Car Co., Inc.

_____
Name

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM
Office of District Attorney

By: _____
Robert Vina, III
Assistant District Attorney

Approved by Commissioners Court on the 8th day of August, 2017.

EXHIBIT "A"

REQUEST FOR BID (RFB) PORCUREMENT PACKET

Service Contract: C-17-121-08-08

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

June 5, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Bids -**"Armored Car Services"**
RFB Bid No: 2017-121-06-21-HGO

Dear Ladies/Gentleman:

Enclosed, please find the Request for Bids (RFB) packet for Armored Car Services. **Modifications and new requirements** have been added and implemented so carefully read and review all instructions, requirements, and specifications.

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 x 4877.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/*hgo*
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR BIDS (RFB)
HIDALGO COUNTY (all funding sources, programs & entities)
"Armored Car Services"
RFB NO: 2017-121-06-21-HGO

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Request for Bid, **Legal Notice**	8
3.	Exhibit A, Specifications	7
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	2
7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
8.	Exhibit F, Certification Regarding Debarment	1
9.	Exhibit G, Title VI Appendices "A" through "E"	6
10.	Draft Contract	9
11.	RFB Submittal Checklist	1

The above-mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

6-5-17

Date

Revised 09/13/16

Bid No:2017-121-06-21-HGO	Buyer: Heidi Garcia Ortiz	Tel. No: (956) 318-2626 Ext 4877

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources, programs & entities)
"Armored Car Services"

BID OPENING DATE

June 21, 2017

Contact Person: Heidi Garcia Ortiz, Buyer III

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

1. Sealed bids will be received for **"HIDALGO COUNTY (all funding sources, programs, & entities) - "Armored Car 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"). A 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 and **One (1) CD in PDF format** are required with the bidders name and return address clearly typed and or/printed on the upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package: **BID NO.: 2017-121-06-21-HGO "HIDALGO COUNTY (all funding sources, programs, & entities) – Armored Car Services"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, June 21, 2017. NO FACSIMILES, EMAILS 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 "HIDALGO COUNTY (all funding sources, programs & entities) –Armored Car Services" - RFB NO.: 2017-121-06-21-HGO.** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (see page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (see **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (see **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (see **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (see **Exhibit "E"**);
   6. Certification Regarding Debarment (see **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

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; C.) award the bid to one bidder or to multiple bidders if the County determines it is in its' best interest to do so; D.) award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

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 catalog 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. The county is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday (if applicable).
- At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - "HIDALGO COUNTY (all funding sources, programs, & entities) -RFB NO.: 2017-121-06-21-HGO "Armored Car 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 Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**June 21, 2017**
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____, 2017

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 by 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. Register at SAMs System for Award Management @ www.sam.gov.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to the 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. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all

bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. The bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. 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.

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.

21. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, 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 that 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.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-121), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to heidi.ortiz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONERS' COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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 the County.

24. 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.

25. 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.

26. The 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 civil service system.

27. 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.

28. 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.

29. 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. The 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 the successful bidder.

30. The 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.

31. 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.

32. 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.

LEGAL NOTICE

Bid
for
HIDALGO COUNTY
(all funding sources, programs, & entities)
"Armored Car Services"
BID NO.: 2017-121-06-21-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - 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: _____

The following are the minimum specifications for ***"Armored Car Services"*** Please note exceptions or variations.

Exhibit "A"

SPECIFICATIONS

SPECIFICATIONS
EXHIBIT "A"
HIDALGO COUNTY
"Armored Car Services"
BID NO.: 2017-121-06-21-HGO

SCOPE OF SERVICES:
HIDALGO COUNTY is seeking bids from qualified bidders with which to establish a contract for the purposes of "Armored Car Services" on an "As Needed Basis". The vendor shall provide all necessary labor, materials, tools, equipment, transportation, and administrative needs necessary to transport sealed shipments containing currency, coin, checks and like items from facilities within Hidalgo County. The vendor shall be a security services vendor licensed by the State of Texas Commission on Private Security, and shall provide armored car services and remain in compliance with the Texas Occupations Code, Chapter 1702. The vendor shall maintain its security licensure for the life of the contract, and should it expire during the contract, the vendor shall forward copies of the renewed license. The vendor shall be liable for all Hidalgo County property and funds transferred from the time the shipment is picked up and signed for until all funds have been satisfactorily delivered and signed for by a representative of Hidalgo County and/or Hidalgo County depository.

1) The vendor will be responsible for picking up and transporting (on an as needed basis) deposits from numerous Hidalgo County Departments and depositing into County's bank account. **THERE WILL BE NO OVERNIGHT HOLDING OF FUNDS BY VENDOR PERMITTED. ALL PICKUPS MUST BE DEPOSITED AT THE LONE STAR NATIONAL BANK CORPORATE VAULT SERVICES AT 206 W. FERGUSON, PHARR TEXAS BEFORE 4:00 P.M. DAILY. EVERY SHIPMENT MUST BE TOTALLY INSURED AGAINST LOSS.**
2) The vendor will provide Commissioned Security Officers (CSO) properly licensed by the State of Texas Commission on Private Security to act as commissioned security guards for an armored car service. Personnel must wear identifiable uniforms, carry picture identification (ID) badges, pocket guard cards and any other identification required as mandated under the Private Security Act within the provisions of the Texas Occupations Code, Chapter 1702 and any updates or changes that may occur during the length of the contract term.
3) The vendor may be required to provide change orders and/or bank supplies as requested by the individual departments or offices in advance of pickups at no additional cost.

BANK DEPOSITORY ACCOUNT:
1) Hidalgo County's Depository Bank is currently Lone Star National Bank; however, the County might do future business with another Depository Bank within the Hidalgo County area.
2) Hidalgo County's main Bank Depository is "Lone Star National Bank" located at 206 W. Ferguson, Pharr, Texas. All deposits must be deposited at Corporate Vault Services at "Lone Star National Bank" 206 W. Ferguson, Pharr, Texas.
3) Hidalgo County reserves the right to award this bid on a lump sum basis to one (1) bidder or to multiple bidders whichever is most advantageous to the County.

REQUIREMENTS:

1) Bidder(s) must be licensed by the "Texas Board of Private Investigators and Private Security Agencies". All of the bidder's personnel associated with this bid must also have the proper licenses by the "Texas Board of Private Investigators and Private Security Agencies".
2) Bidder(s) will provide and maintain all the required "Insurances and Bonds" as described

and listed in "Exhibit "C".

3) All applicable forms in this packet must be filled out in its entirety and submitted with the bid response.
4) ***Pricing must be consistent throughout the bid.*** Example: if there are multiple pickups at one (1) address for the same frequency, then the pricing for each department must be the same.

LOCATION OF DEPARTMENT'S, PICKUPS, AND LIABILITY AMOUNT(S)*

The following locations listed below are to be considered the minimum locations. The County reserves the right to request additional and/or reduce the number of locations as necessary and vendor agrees to comply with such requests.

HIDALGO COUNTY CLERK
ARTURO GUAJARDO, JR., COUNTY CLERK

	LOCATIONS	BANK NAME/LOCATION	APPROXIMATE AMOUNT OF DEPOSIT	TIME OF DEPOSIT	DEPOSIT TO BE PICK-UP
1.	Hidalgo County Courthouse County Clerk 100 N. Closner, 1st Floor Edinburg, Texas 78539	Lone Star National Bank	$25,000.00 per day/week	10:00/10:30 a.m.	1 (once a day)
2.	Hidalgo County Clerk Sub-Station 419 Nolana, Suite B McAllen, Texas 78504	Lone Star National Bank	$3,000 to $10,000 per day/week	2:00/2:30 p.m.	1 (once a day)

HIDALGO COUNTY DISTRICT CLERK
LAURA HINOJOSA, DISTRICT CLERK

	LOCATIONS	BANK NAME/LOCATION	APPROXIMATE AMOUNT OF DEPOSIT	TIME OF DEPOSIT	DEPOSIT TO BE PICK-UP
1.	Hidalgo County Courthouse District Clerk 100 N. Closner, 1ST floor Edinburg, Texas 78539 Regular time of deposit:	Lone Star National Bank	$40,000.00 to $7,000,000.00 per day/week	Mornings	1 (once a day)

HIDALGO COUNTY TREASURER'S OFFICE
NORMA G. GARCIA, TREASURER

	LOCATIONS	BANK NAME/LOCATION	APPROXIMATE AMOUNT OF DEPOSIT	TIME OF DEPOSIT	DEPOSIT TO BE PICK-UP
1.	Hidalgo County Treasurer's Office 2810 S. Business Hwy. 281 Edinburg, Texas 78539	Lone Star National Bank	$20,000.00 to $4,000,000.00 per day/week	2:00 - 2:30 p.m	1 (once a day)

HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (ADULT PROBATION)
Mr. Arnold Patrick, Director

	LOCATIONS	BANK NAME/LOCATION	APPROXIMATE AMOUNT OF DEPOSIT	TIME OF DEPOSIT	DEPOSIT TO BE PICK-UP
1.	Hidalgo County Community Supervision & Corrections Department 3100 S. Business Hwy. 281 Edinburg, Texas 78539	Lone Star National Bank	$10,000.00 to $65,000.00 per day/week	Before Noon	1 (once a day)

SPECIFICATIONS
EXHIBIT "A"
HIDALGO COUNTY
"Armored Car Services"
BID NO.: 2017-121-06-21-HGO

HIDALGO COUNTY TAX ASSESSOR-COLLECTOR PABLO "PAUL" VILLARREAL				
Hidalgo County Tax Office Julio Espinosa 2804 S. Business Hwy. 281 Edinburg, Texas 78539	Lone Star National Bank	$4,065,000.00 per day/week	Before Noon	1 (once a day)
Hidalgo County Auto License Dept. Julio Espinosa 2804 S. Business Hwy. 281 Edinburg, Texas 78539 (956) 318-2157 phone (956)318-2733 fax	**SUB-STATION/LOCATIONS**		**TIME OF DEPOSIT**	**PICK-UP**
	EDINBURG TAX OFFICE 2804 S. Bus. Hwy 281 Edinburg, TX 78539 (956) 318-2157 phone (956)318-2733 fax		2:00 – 2:30 p.m.	1 (once a day)
	Hidalgo County Tax Office McAllen Sub-station 300 E. Hackberry, Suite 3 McAllen, TX 78501		2:00 p.m.	1 (once a day)
	MISSION TAX OFFICE SUB-STATION 722 N. Breyfogle Mission TX 78574 956-581-8898 or 956-205-7050 office 956-580-7425 or 956-205-7059 fax		2:00 p.m.	1 (once a day)
	WESLACO TAX OFFICE/PCT #1 BLDG. COMPLEX 1902 Joe Stephens Weslaco, TX 78596 (956)-973-7825 office (956)-973-7829 fax		1:30 p.m.	1 (once a day)
	SAN JUAN TAX OFFICE/WIC BLDG. 509 E. Earling Rd San Juan TX 78589 956-283-1645 phone 956-283-1855 fax		11:00 a.m	1 (once a day)
	PHARR TAX OFFICE SUB-STATION 300 W. Hall Acres, Suite C Pharr, TX 78577 956-784-3565 office 956-784-3556 or 3557 fax		2:30 p.m.	1 (once a day)
	ALAMO SUB-STATION 1429 S. Tower Rd Alamo, TX 78516 956-784-8688 phone 956-784-3539 fax		2:00 p.m.	1 (once a day)
	ELSA TAX OFFICE SUB-STATION 708 Edinburg Ave., Ste B Elsa, TX 78543 956-292-7622 phone		2:00 p.m.	1 (once a day)
	APPROXIMATE AMOUNT OF DEPOSIT: $ 424,000.00 per day/week			

SPECIFICATIONS
EXHIBIT "A"
HIDALGO COUNTY
"Armored Car Services"
BID NO.: 2017-121-06-21-HGO

STANDARD TERMS & CONDITION:

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

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

3. County will seek purchases from state awarded vendors whenever it is in its best interest to do so.

4. After a bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with a 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.

5. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.

6. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to cancellation.

7. 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.

8. **Vendor must have been in business for at least two years.**

9 Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Bidder agrees that to the extent an item is unavailable from Bidder's own inventory, Bidder will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing

items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

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 the 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 the 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) **The timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written

notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposal, or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE AT (956) 292-7612 OR EMAIL TO Heidi.ortiz@co.hidalgo.tx.us NO LATER THAN, Wednesday, June 14, 2017 AT 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE OR EMAIL BY NO LATER THAN 5:00 P.M Friday, June 16, 2017.

EXHIBIT "B"

Bid Page
HIDALGO COUNTY
"Armored Car Services"
BID No. 2017-121-06-21-HGO

DESCRIPTION	Price per Location	Total Monthly Charge
The monthly charge for "Armored Car Services" as requested, but not limited to, in the Specifications/Requirements to the Departments with deposit for each pick up at "Lone Star National Bank – Corporate Vault Services" at 206 W. Ferguson, Pharr, TX as listed in Exhibit "A" of this document and under the same terms and conditions.		

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (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.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally 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 instructions for line 1 and 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. 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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession

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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 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 Regulations section 1.671-4(b)(2)(i)(A))	The grantor[4]
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 Regulations 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 2.

*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, 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 (TIGTA) 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.

Exhibit "F"

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 "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-121-00-00

THIS CONTRACT is made and entered into this **00** day of **Month, 2017** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Company Name** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Armored Car Services"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibit "A" (the "RFB") and a copy of the Company's response to the RFB attached hereto as Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of **one (1) year** beginning **Month 00 , 2017,** expiring on **Month 00, 2018** and may be extended at the sole discretion of County for an additional two (2) one (1) year periods, under the same rates, terms, and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this bid for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract 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 coverage and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. **Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.**

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that

County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **Company**
Attn:
Address
City, Texas 00000

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. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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. **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.

20. **Nondiscrimination.** Company/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

21. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement. EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

COMPANY:
Company Name

_____
Name

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM
Office of District Attorney

By: _____
Robert Vina, III
Assistant District Attorney

Approved by Commissioners Court on the ____ day of _____, 2017.

EXHIBIT "A"

REQUEST FOR BID (RFB) PORCUREMENT PACKET

Service Contract: C-17-121-00-00

EXHIBIT "B"

BID PAGE

Service Contract: C-17-121-00-00

EXHIBIT "C"

INSURANCE REQUIREMENTS

Service Contract: C-17-121-00-00

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS
"Armored Car Services"

RFB No.: 2017-121-06-21-HGO

RFB SUBMITTAL CHECKLIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" - Acknowledgement forms

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) and One (1) CD in PDF Format (see number 2 Legal Notice).

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS
"Armored Car Services"

RFB No.: 2017-121-06-21-HGO

RFB SUBMITTAL CHECKLIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

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_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s) and One (1) CD in PDF Format (see number 2 Legal Notice).

EXHIBIT "B"

BID PAGE

Service Contract: C-17-121-08-08

EXHIBIT "B"

Bid Page
HIDALGO COUNTY
"Armored Car Services"
BID No. 2017-121-06-21-HGO

DESCRIPTION	Price per Location	Total Monthly Charge
The monthly charge for "Armored Car Services" as requested, but not limited to, in the Specifications/Requirements to the Departments with deposit for each pick up at "Lone Star National Bank – Corporate Vault Services" at 206 W. Ferguson, Pharr, TX as listed in Exhibit "A" of this document and under the same terms and conditions.	$175.00	$2,450.00

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: Rochester Armored Car Co., Inc.

ADDRESS: 3937 Leavenworth Street P.O. Box 8, DTS

CITY/STATE/ZIP CODE: Omaha, NE 68105 Omaha, NE 68101

PHONE & FAX NO'S: 800-558-9323 (ph) 402-558-9326 (Fax)

CELLULAR NO: 402-510-2934

E-MAIL ADDRESS: wpshea@rocarmco.com

OPENED 9:36 6-21-17

AUTHORIZED SIGNATURE:

PRINTED NAME: William P. Shea

Witnessed

TITLE Sales & Service

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/12/2017

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 have ADDITIONAL INSURED provisions or 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 Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	PHONE (A/C, No, Ext): 402-861-7000	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : General Casualty Co. of Wisconsin	24414
INSURED	INSURER B :	
Rochester Armored Car Co., Inc. P.O. Box 8 D.T.S. Omaha, NE 68101	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1130100223 **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			CCI0262931	6/30/2017	6/30/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CBA0262931	6/30/2017	6/30/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CCU0262931	6/30/2017	6/30/2018	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			CWC0262931	6/30/2017	6/30/2018	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidlago County Purchasing Department
2802 S. Business Hwy.
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2016

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 have ADDITIONAL INSURED provisions or 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:	
Willis of New York, Inc. 10 Woodbridge Center Dr Suite 601 Woodbridge, NJ 07095	PHONE (A/C, NO, EXT): 732-855-3155	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: U.S. Specialty Insurance Company	29599-001
INSURER B: Underwriters at Lloyd's London	15792-001
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Rochester Armored Car Co., Inc.
P.O. Box 8 DTS
Omaha, NE 68101

COVERAGES **CERTIFICATE NUMBER:** 25052849 **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 occurence)	$
							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:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY(Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY(Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						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? ☐ (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	Armored Car Transit,			CUL 60420.017	1/1/2017	1/1/2020	SEE PAGE 2 FOR	
B	Vault and Safe Risk			11076W17	1/1/2017	1/1/2020	LIMITS	
	incl Employee Dishonesty							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED FOR LIMITS

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2802 So. Business Hwy 281
New Administration Building
Edinburgh, 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

Joann Eppi

Coll:5001565 Tpl:2109403 Cert:25052849

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AGENCY CUSTOMER ID: 100106

LOC#: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis of New York, Inc.	Rochester Armored Car Co., Inc. P.O. Box 8 DTS Omaha, NE 68101
POLICY NUMBER See First Page	
CARRIER: See First Page / NAIC CODE	EFFECTIVE DATE: See First Page

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

TOTAL LIMITS:

$100,000,000 each and every loss for transit

$105,000,000 each and every loss for Omaha location
$105,000,000 each and every loss for McAllen location
$50,000,000 each and every loss for Fargo location
$55,000,000 each and every loss for Des Moines location
$45,000,000 each and every loss for Iowa City location
$55,000,000 each and every loss for Sioux Falls location
$30,000,000 each and every loss for Minnesota location
$35,000,000 each and every loss for Amarillo Location
$25,000,000 each and every loss for Rapid City Location
$25,000,000 each and every loss for Laredo Location

$20,000,000 each and every loss for all other locations

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-225682

Date Filed:
06/19/2017

Date Acknowledged:
06/22/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Rochester Armored Car Co., Inc.
Omaha, NE United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-121-06-21-HGO
Armored Car Service

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-225682

Date Filed:
06/19/2017

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Rochester Armored Car Co., Inc.
Omaha, NE United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Hidalgo County

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
2017-121-06-21-HGO
Armored Car Service

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

GENERAL NOTARY - State of Nebraska
WAYNE W. PETERSON
My Comm. Exp. Nov. 20, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said BILL SHEA, this the 19 day of JUNE, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | WAYNE W PETERSON | Printed name of officer administering oath | CFO | Title of officer administering oath

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

Re: Armored Car Service

From : Robert Vina <robert.vina@da.co.hidalgo.tx.us>
Fri, Jul 14, 2017 01:37 PM
1 attachment

Subject : Re: Armored Car Service

To : Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us>

Cc : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Good Afternoon Heidi,
We have reviewed the service agreement (C-17-121-08-08) for Armored Car Services with Rochester Armored Car Co. It is approved as to form with the inclusion of the recommended modifications listed below. For your convenience, please find the attached draft agreement with said modifications included. Please let us know if you have and questions.

#4-added language regarding suspended licence revocation;
#6-added reference to the Texas Prompt Payment provision;
#17-removed code provision language;

Thank you,

Robert Viña III

Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
(956) 292-7609 EXT 8187
(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

****

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SENDER BY REPLY E-MAIL TO robert.vina@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

****

On Thu, Jul 13, 2017 at 9:45 AM, Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us> wrote:

> Good morning Bobby:
>
> Attached you will find the contract for Armored Car Services for review and approval to award. Thank you very much for your assistance.
>
> Sincerely,
>
> Heidi
>
> --
> Heidi Garcia Ortiz, Buyer III
> Hidalgo County Purchasing Department
> 2802 S. Business Hwy 281
> Edinburg, TX 78539
> 956-292-7000 Ext. 4877
> 956-292-7612 Fax
> heidi.ortiz@co.hidalgo.tx.us

---

12. Services Agreement-Armored Car (1).doc
42 KB

AI-60913 **Purchasing Department** **25. A. 4.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the sole vendor, Center for Disease Detection, submitting the lowest and best bid for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County -"Laboratory Services" through project No.: 2017-153-07-05-SMA.

BACKGROUND

1. 10 packets sent out - (1) response;
2. Sole bid received meets all specifications and/or requirements as detailed in tabulation documentation attached herein
3. Current contract expires: November 29, 2017
4. New contract commences: November 30, 2017
5. Contract document was reviewed and approved as to form by Legal Counsel.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 1100-423-21-280-002-0-339

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

BUDGETARY IMPACT:

CALENDAR YEAR: 2017 **ACCT. #:** 1100-423-79-330-001-0-339

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

BUDGETARY IMPACT:

Attachments

Memo-recommendations, participation, acceptance, 1295 forms, contract document

---

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/28/2017 10:40 AM
Budget & Management	Veronica Ortiz	07/28/2017 10:46 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Sandra Montalvo		Started On: 07/28/2017 07:54 AM
Final Approval Date: 08/04/2017		

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
JUL 14 2017
By

MEMORANDUM

(Department's Recommendation)

TO: **All Department Heads**

FROM **Sandra Montalvo**, Buyer II SMA
Hidalgo County Purchasing Dept.

DATE: July 5, 2017

RE: BID AWARD RECOMMENDATION REQUEST-Bid No. 2017-153-07-05-SMA- **Hidalgo County (all funding sources)-*"LABORATORY SERVICES"***

We have received **a sole response to** the above mentioned project. Refer to enclosed copy of the vendors bid response and the acceptance 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 JULY 13, 2017 @ 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 email to: **sandra.montalvo@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 711004232128000 20339

Recommendations/Concerns: Center for Disease Detection

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Belinda Madrigal	Belinda Madrigal	HCSO	7/12/17

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

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FROM **Sandra Montalvo**, Buyer II SMA
Hidalgo County Purchasing Dept.

DATE: July 5, 2017

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 7-1100-423-79-330-001-0-339

Recommendations/Concerns:

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
[signature]	Israel Buddy Tilva, Jr.	JPD	4-11-17

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

DEPARTMENT/BID DESCRIPTION: Hidalgo County-"Laboratory Services"

BID OPENING DATE: July 05, 2017 @9:30 a.m.

BID NO.: 2017-153-07-05-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1.	CENTER FOR DISEASE DETECTION Attn: Mike Kossman	BLM	S. Montalvo	06/19/17	11603 Crosswinds Way, Suite 100 San Antonio, Texas 78233 888-858-8663 mike@cddmedical.com Mike.kossman@cddmedical.com
2.	GARCIA CLINICAL LABORATORY INC. Attn: Jeffrey R. Peterson	EMR	S. Montalvo	06/20/17	2900 Springport Rd. Jackson, MI 49201 517-787-9200 jpeterson@garcialab.com
3.	PRIME VENDOR INC. ATTN: Sarah Malcolm	EMR	S. Montalvo	06/20/17	4622 Cedar Avenue Bldg 5 Suite 124 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids20@prime-vendor.com
4.	ONVIA Attn: Jacqueline Sessa	EMR	S. Montalvo	06/20/17	509 Olive Way Seattle, WA 98101 P: (206) 373-9150 www.onvia.com jsessa@onvia.com
5.	RECOVERY HEALTHCARE CORPORATION Mark Gibson	EMR	S. Montalvo	06/21/17	9090 North Stemmons Freeway, Suite A Dallas, TX 75247-3521 (214) 819-1451 markg@recoveryhealthcare.com
6.	LABCORP Karen Oberreither	EMR	S. Montalvo	06/21/17	6603 First Park Ten Blvd San Antonio, Texas 78213 oberrek@labcorp.com Cell- 210-238-7506 Hospital Support- 1-800-326-1940
7.	QUEST DIAGNOSTICS Attn: Rebecca L. Cohen Clayter	EMR	S. Montalvo	06/21/17	1201 South Collegeville Road Collegeville, PA 19426 **phone** 610-454.6210 **eFax** 610-709-6036 l rebecca.l.cohenclayter@QuestDiagnostics.com www.EmployerSolutions.com www.questdiagnostics.com
8.	TEST AMERICA INC. Attn: Linda Mackley	EMR	S. Montalvo	06/21/17	4101 Shuffel Street, NW North Canton, OH 44720 Tel 715.795.3588 www.testamericainc.com Linda.Mackley@testamericainc.com
9.	DOCTORS HOSPITAL AT RENAISSANCE Dennis D. Davis	EMR	S. Montalvo	06/21/17	PHONE: (956) 362-7641 Ext: 7641 (956) DOCTORS d.davis@dhr-rgv.com
10.	**VERITAS GROUP COMPANY** **Erica DeBose**	EMR	S. Montalvo	06/29/17	12000 Aerospace Ave, Suite 200 Houston, TX 77034 T: +1 713-944-2000 M: +1 281-796-7140 Yahoo IM: ericaDeB22 erica.debose@inspectorate.com www.inspectorate.com

***VIA**

IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County-"Laboratory Services"***

BID OPENING DATE: JULY 05, 2017	**BID OPENING TIME: 9:30 A.M.**
BID NO.: 2017-153-07-05-SMA	**Buyer: Sandra Montalvo**

	NAME OF COMPANY	ACKNOWLEDGE RECEIPT
1.	CENTER FOR DISEASE DETECTION	☑
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-17-153-08-08-Center of Disease Detection

From : Steve Crain <scrain@atlashall.com> Thu, Jul 27, 2017 01:06 PM
Subject : RE: C-17-153-08-08-Center of Disease Detection
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Looks OK.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, July 27, 2017 11:15 AM
To: Steve Crain <scrain@atlashall.com>
Subject: C-17-153-08-08-Center of Disease Detection

Mr. Crain:

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

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-153-08-08

THIS CONTRACT is made and entered into this **8th day of August, 2017** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Center for Disease Detection, LLC** a **Texas Limited Liability Company** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Laboratory Services"** for Hidalgo County (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB, the Commissioners' Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County.** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of

this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his designated agent. Company agrees in performing the Services that it will use proper professional standards comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning November 30, 2017 and ending November 29, 2018 with the County's option to extend for an additional two (2) one (1) year term. Contract may be extended at the sole discretion of County for an additional sixty (60) days, 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 specifically all required licenses and permits, including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification 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 Dr.
Edinburg, TX 78539

If to Company: **Center For Disease Detection**
Attn: Alberto Hernandez, Associate Vice President
11603 Crosswinds Way, Suite 100
San Antonio, TX 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. 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. **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 thestate 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.

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

CENTER FOR DISEASE DETECTION

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Steve L. Crain

EXHIBIT “A”

REQUEST FOR BIDS (RFB)

PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

June 19, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY-(all funding sources)**
Request for Bids -***"LABORATORY SERVICES"***
RFB Bid No: 2017-153-07-05-SMA

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) packet**. Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Legal Notice, Requirements and/or Specifications.

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 x 4865.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/Fax:(956) 292-7612

TABLE OF CONTENTS
REQUEST FOR BIDS (RFB)

HIDALGO COUNTY (All funding sources)
"LABORATORY SERVICES"
RFB No.:2017-153-07-05-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Request for Bid, **Legal Notice**	8
3.	**EXHIBIT A,** Specifications/Requirements	6
4.	**EXHIBIT B,** Bid Page	5
5.	**EXHIBIT C,** Insurance Requirements	4
6.	**EXHIBIT D,** (CIQ) Conflict of Interest Questionnaire (if applicable)	2
7.	**EXHIBIT E,** Vendor/Bidder Application and W-9 form(s)	6
8.	**EXHIBIT F,** Certification Regarding Debarment	1
9.	**EXHIBIT G,** Title VI Appendices "A" through "E"	5
10.	**Draft Service Contract**	9
11.	RFB **Submittal Checklist**	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

June 19, 2017
Date

Revised 09/13/16

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY (All funding sources)

"LABORATORY SERVICES"

RFB No.: 2017-153-07-05-SMA

Bid No: 2017-153-07-05-SMA	Buyer : Sandra Montalvo	Tel. No: (956) 318-2626 ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

(All funding sources)

"LABORATORY SERVICES"

BID OPENING DATE: JULY 05, 2017 @ 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
REVISED 09/9/16

1) Sealed bids will be received for ***HIDALGO COUNTY-"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 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: **BID NO.: 2017-153-07-05-SMA-** *HIDALGO COUNTY-"LABORATORY SERVICES"* and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281,Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, JULY 05, 2017.**

NO FACSIMILES, EMAILS 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.:2017-153-07-05-SMA *HIDALGO COUNTY"-LABORATORY SERVICES"*. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1) Legal Notice (See page 8);
2) Bid Page (See **Exhibit "B"**);
3) Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
4) Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
5) Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
6) Certification Regarding Debarment (See **Exhibit "F"**); and
7) **SAMS.gov Registration Acknowledgement** (See Number 18 below).

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; C) . award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; D). award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

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 of their Federal ID Number Certificate.

15) **DELIVERY INSTRUCTIONS of goods and/or services:**

- 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-"LABORATORY 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 Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17) SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**July 05, 2017**
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____,2017

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. Register at SAMs System for Award Management @ www.sam.gov.**

- 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) TITLE VI NOTICE/ NONDISCRIMATION

a) County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b) The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Non-discrimination Assurances-Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c) Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20) 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.

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.

21) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, 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 E, 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.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-153), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office via email to: sandra.montalvo@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23) 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 the County.

24) 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.

25) 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.

26) 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.

27) 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.

28) 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.

29) 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.

30) 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.

31) 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.

32) 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.

HIDALGO COUNTY

(All funding sources)

"LABORATORY SERVICES"

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

REQUEST FOR BIDS

HIDALGO COUNTY (All funding sources)

"LABORATORY SERVICES"

RFB No.: 2017-153-07-05-SMA

EXHIBIT-"A"

Specifications/Requirements
HIDALGO COUNTY (all funding sources)
"LABORATORY SERVICES"
BID NO.:2017-153-07-05-SMA

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) The estimated annual number of lab exams ordered is approximately 1,220 for the jail and 360 on an average for Juvenile.

3) All services will be on an **"As Needed Basis"**, there are no set quantities to be requested only approximations.

4) 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)*

5) 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)*

6) Specimens will be collected by Hidalgo County Staff.

7) 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.

8) Electronic Lab results are required.

9) 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)*

10) All supplies must be provided to Hidalgo County for all required testing and results must be available and provided within 24 hours.

11) Hidalgo County reserves the right to add or delete locations as it deems in the best interest of the County.

- **LOCATIONS/CLINICS**

  a) ***Hidalgo County Juvenile Probation Department***
  Judge Mario E. Ramirez, Jr. Juvenile Justice Center
  1001 N Doolittle
  Edinburg, TX 78541
  Contact Person: Cynthia Paslak 956-587-6200

  b) ***Hidalgo County Sheriff's Office***
  Hidalgo County -Jail
  701 El Cíbolo Rd.
  Edinburg, TX 78539
  956-383-8114
  Contact Person: Ana Karen Moncivais RN (Jail) Lt. Joe Vasquez (Jail)

12) 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.	INR (International Normalized Ratio)
88.	Iron and IBC.
89.	Iron, Total & IBC
90.	Lead
91.	Lipid Panel
92.	Lithium levels.
93.	Liver enzyme panel.
94.	Magnesium.
95.	Maternal Serum Screen 4 (Quad) (Age, HCG, UE3, DIA, ITA)
96.	Maternal Serum Screen 5 (Penta)
97.	Myoglobin
98.	Myoglobin (U)
99.	New Born Screening
100.	Occult Blood.
101.	Ova & Parasites.
102.	Phenytoin.
103.	Platelet Count.
104.	Potassium.
105.	PreGen-Plus.
106.	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella
107.	Prolactin.
108.	Prothrombin Time (PT).
109.	PSA.
110.	PTT Activated.
111.	RBC Count.
112.	Renal Function Panel.
113.	Rheumatoid Arthritis Factor.
114.	RPR.
115.	RPR Titer
116.	RPR with reflex to titer & confirmatory testing
117.	RPR (Monitor) with Reflex to Titer (without confirmations)
118.	RPR (DX) Refelx FTA-ABS
119.	Rubella Antibodies, IgG.
120.	Sed Rate, Westergren.
121.	Stat Assay 1
122.	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.

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) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

5) Hidalgo County reserves the right to award to one (1) or multiple vendors whichever is more valuable to the County.

6) Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

7) 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.

8) 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.

9) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the EXHIBIT "C" for limits).

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) 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.**

3) **RFB QUESTIONS & ANSWERS TO RFB:**
All written inquiries will be accepted via e-mail sandra.montalvo@co.hidalgo.tx.us by no LATER THAN, **MONDAY, June 26, 2017 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via email by no later than **Wednesday, June 28 , 2017 by 5:00 p.m.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

EXHIBIT "B"

Bid Page

REQUEST FOR BIDS

HIDALGO COUNTY (All funding sources)

"LABORATORY SERVICES"

RFB No.: 2017-153-07-05-SMA

EXHIBIT "B"

Bid Page

HIDALGO COUNTY (all funding sources)

"LABORATORY SERVICES"

BID No. 2017-153-07-05-SMA

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

Bidder must thoroughly fill in each section of the Bid Page. If not applicable fill in with N/A and/or No Bid, INCOMPLETE submittals will be considered a probable cause for disqualification.

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	$

EXHIBIT "B"

Bid Page

HIDALGO COUNTY (all funding sources)

"LABORATORY SERVICES"

BID No. 2017-153-07-05-SMA

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.	INR (International Normalized Ratio)	$
88.	Iron and IBC	$
89.	Iron, Total & Ibc	$
90.	Lead	$
91.	Lipid Panel	$
92.	Lithium levels	$

EXHIBIT "B"

Bid Page

HIDALGO COUNTY (all funding sources)

"LABORATORY SERVICES"

BID No. 2017-153-07-05-SMA

93.	Liver enzyme panel	$
94.	Magnesium	$
95.	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)	$
96.	Maternal Serum Screen 5 (Penta)	$
97.	Myoglobin	$
98.	Myoglobin (U)	$
99.	New Born Screening	$
100.	Occult Blood	$
101.	Ova & Parasites	$
102.	Phenytoin	$
103.	Platelet Count	$
104.	Potassium	$
105.	PreGen-Plus	$
106.	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella	$
107.	Prolactin	$
108.	Prothrombin Time (PT)	$
109.	PSA	$
110.	PTT Activated	$
111.	RBC Count	$
112.	Renal Function Panel	$
113.	Rheumatoid Arthritis Factor	$
114.	RPR	$
115.	RPR Titer	$
116.	RPR with reflex to titer & confirmatory testing	$
117.	RPR (Monitor) with Reflex to Titer (without confirmations)	$
118.	RPR (DX) Refelx FTA-ABS	$
119.	Rubella Antibodies, IgG.	$
120.	Sed Rate, Westergren	$
121.	Stat Assay 1	$
122.	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	$

EXHIBIT "B"

Bid Page

HIDALGO COUNTY (all funding sources)

"LABORATORY SERVICES"

BID No. 2017-153-07-05-SMA

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	$

LOCATION OF LAB:

_____

_____

_____

EXHIBIT "B"

Bid Page

HIDALGO COUNTY (all funding sources)

"LABORATORY SERVICES"

BID No. 2017-153-07-05-SMA

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

REQUEST FOR BIDS

HIDALGO COUNTY (All funding sources)

"LABORATORY SERVICES"

RFB No.: 2017-153-07-05-SMA

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 03/11/11

EXHIBIT "C"

Insurance Requirements

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 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- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

EXHIBIT "C"
Insurance Requirements
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

EXHIBIT "C"

Insurance Requirements

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (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.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

Conflict Of Interest Questionnaire
(CIQ Form)

REQUEST FOR BIDS

HIDALGO COUNTY (All funding sources)

"LABORATORY SERVICES"

RFB No.: 2017-153-07-05-SMA

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT "E"

Vendor's Application

&

W-9 Form

REQUEST FOR BIDS

HIDALGO COUNTY (All funding sources)

"LABORATORY SERVICES"

RFB No.: 2017-153-07-05-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt ☐ Black American ☐ Hispanic American ☐ Asian Pacific American ☐ Native American ☐ Women ☐ Other **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

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. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally 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 instructions for line 1 and 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. 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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession

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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 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 Regulations 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 Regulations 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 2.

*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, 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 (TIGTA) 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.

EXHIBIT "F"

Certification of Regarding Debarment

REQUEST FOR BIDS

HIDALGO COUNTY (All funding sources)

"LABORATORY SERVICES"

RFB No.: 2017-153-07-05-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"

Title VI Appendices
(A-E)

REQUEST FOR BIDS

HIDALGO COUNTY (All funding sources)

"LABORATORY SERVICES"

RFB No.: 2017-153-07-05-SMA

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

HIDALGO COUNTY

(All funding sources)

"LABORATORY SERVICES"

RFB No.:2017-153-07-05-SMA

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ One (1) Original, Three (3) Copies of Bid(s) (see number 2 of Legal Notice).

_____ Page 8 of Legal Notice

_____ **Exhibit "B"** Bid Page

_____ **Exhibit "C"** -Acknowledgement forms

_____ **Exhibit "D"** -CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ **SAMS.gov** Registration Acknowledgement www.sam.gov

_____ 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)

EXHIBIT “B”

BID PAGE

OPENED

EXHIBIT "B"

Bid Page

HIDALGO COUNTY (all funding sources)

"LABORATORY SERVICES"

BID No. 2017-153-07-05-SMA

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

Bidder must thoroughly fill in each section of the Bid Page. If not applicable fill in with N/A and/or No Bid, INCOMPLETE submittals will be considered a probable cause for disqualification.

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	$ 7.50
34.	Cult, Campylobac	$ 50.00
35.	Culture, Aerob/Anaer	$ 45.00
36.	Cultures (wound and urine)	$ 22.00
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) Urine only 10-Panel	$ 25.00
42.	Electrolyte Panel	$ 4.00

EXHIBIT "B"

OPENED

Bid Page

HIDALGO COUNTY (all funding sources)

"LABORATORY SERVICES"

BID No. 2017-153-07-05-SMA

43.	Eosinophil Ct, (B) Witnessed	$ 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	$ 6.00
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.	$ N/A
65.	Hematocrit	$ 6.00
66.	Hemoglobin A1C w/MBG	$ 8.00
67.	Hemoglobin	$ 6.00
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	$ 29.00
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 Geenius	$ 65.00
79.	HIV-2 Antibody EIA if Western Blot positive	$ 12.00
80.	HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive	$ 65.00
81.	H-pylori	$ N/A
82.	H. Pylori (serum)	$ 150.00
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.	INR (International Normalized Ratio)	$?
88.	Iron and IBC	$ 7.00
89.	Iron, Total & Ibc	$ 7.00
90.	Lead	$ 8.00
91.	Lipid Panel	$ 9.00
92.	Lithium levels	$ 8.50

EXHIBIT "B"

Bid Page

HIDALGO COUNTY (all funding sources)

"LABORATORY SERVICES"

BID No. 2017-153-07-05-SMA

OPENED

Witnessed

93.	Liver enzyme panel	$ 5.00
94.	Magnesium	$ 16.00
95.	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)	$ 45.00
96.	Maternal Serum Screen 5 (Penta)	$ 350.00
97.	Myoglobin	$ 75.00
98.	Myoglobin (U)	$ 75.00
99.	New Born Screening	$?
100.	Occult Blood	$ 40.00
101.	Ova & Parasites	$ 18.00
102.	Phenytoin	$ 17.00
103.	Platelet Count	$ 3.50
104.	Potassium	$ 3.50
105.	PreGen-Plus	$ 52.00
106.	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella	$ 60.50
107.	Prolactin	$ 10.00
108.	Prothrombin Time (PT)	$ N/A
109.	PSA	$ 12.00
110.	PTT Activated	$ N/A
111.	RBC Count	$ 3.50
112.	Renal Function Panel	$ 5.50
113.	Rheumatoid Arthritis Factor	$ 7.50
114.	RPR	$ 10.00
115.	RPR Titer	$ 10.00
116.	RPR with reflex to titer & confirmatory testing	$ 10.00
117.	RPR (Monitor) with Reflex to Titer (without confirmations)	$ 10.00
118.	RPR (DX) Refelx FTA-ABS	$ 10.00
119.	Rubella Antibodies, IgG.	$ 7.50
120.	Sed Rate, Westergren	$ N/A
121.	Stat Assay 1	$ N/A
122.	Stat Assay 2	$ N/A
123.	Stool Culture	$ 12.50
124.	Surpath (Liquid pap smear) includes HPV, GC/Chlamydia	$ 17.50
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	$ 17.50
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.	$ 20.00
133.	Thyroid Cascade Profile	$ 15.00
134.	Thyroid panel	$ 8.50
135.	Thyroxine (T_4)	$ 4.00
136.	Total Electrophoresis	$ 20.00
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

EXHIBIT "B"

Bid Page

HIDALGO COUNTY (all funding sources)

"LABORATORY SERVICES"

BID No. 2017-153-07-05-SMA

OPENED

Witnessed

143.	Ua, Complete	$ 5.00
144.	UA.	$ 5.00
145.	Upper Respitory Culture, Routine	$ 15.00
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	$ 5.00
150.	Uric Acid	$ 4.00
151.	Valporic acid levels	$ 12.00
152.	Valproic Acid	$ 12.00
153.	VDRL.	$ 10.00
154.	Vitamin B-12	$ 15.00
155.	WBC Count	$ 17.00
156.	WBC Differential	$ 17.00

LOCATION OF LAB:

11603 Crosswinds Way
Suite 100
San Antonio, TX 78233

EXHIBIT "B"
Bid Page
HIDALGO COUNTY (all funding sources)
"LABORATORY SERVICES"
BID No. 2017-153-07-05-SMA

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:

PRINTED NAME: Alberto Hernandez

TITLE Associate Vice President

EXHIBIT “C”

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2016

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	Dyer Insurance Agency Inc P. O. Box 1537 1018 Ridge Rd Rockwall TX 75087
CONTACT NAME:	Don Dyer
PHONE (A/C, No, Ext):	(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 P. O. Box 659509 San Antonio TX 78265-

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Utica National 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							$
B	AUTOMOBILE LIABILITY			4977284	09/20/2016	09/20/2017	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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001242509 - 2016	09/10/2016	09/10/2017	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [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)

County of Hidalgo shall be named as an additional insured on all commercial liability policies.

2008 Ford Econoline Van VIN# 1FTNE14W98DB49880

AI 006572

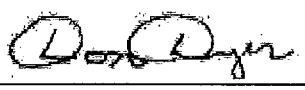
CERTIFICATE HOLDER

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.

AUTHORIZED REPRESENTATIVE



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CENTER1 OP ID: DR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2016

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
INSURED Center for Disease Detection, LLC P.O. Box 659509 San Antonio, TX 78265-9509	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Columbia Casualty Company 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	10/13/2016	10/13/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
A	X Professional Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X 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 Y/N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) 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)

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 Rieg

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-232739

Date Filed:
07/06/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Center for Disease Detection
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidago County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-153-07-05-SMA
Laboratory Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Georgia S Hutnyak
Notary Public, State of TX
Notary ID # 13084696-8
Commission Expires
October 3, 2020

AFFIX NOTARY STAMP / SEAL ABOVE

David M Pryor III
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said David Pryor, this the 6th day of July, 20 17, to certify which, witness my hand and seal of office.

Georgia S Hutnyak
Signature of officer administering oath

Georgia Hutnyak
Printed name of officer administering oath

Notary
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-232739

Date Filed:
07/06/2017

Date Acknowledged:
07/06/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Center for Disease Detection
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidago County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017-153-07-05-SMA
Laboratory Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-60914 **Purchasing Department** **25. B. 1.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: David Fuentes, COMM. PCT. #1

Submitted By: Noemi De Los Rios, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

PCT.1 / FEMA
A. Requesting acceptance of Certificate of Construction Completion as submitted by 2GS,LLC. for the provision of FEMA Road Improvements to Mile 1.5 West as recommended by project engineer IOC Engineers under Contract# C-16-400-03-07.
B. Requesting acceptance and approval of Application for Payment No. 3 Retainage Release in the amount of $35,053.53 as submitted by 2GS,LLC for the provision of FEMA Road Improvements to Mile 1 1/2 West under Contract# C-16-400-03-07.

BACKGROUND

PCT. 2 / FEMA Road Improvements Project - 2GS, LLC. (Mile 1 1/2 West)

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1280-431-00-121-800-5-721

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

BUDGETARY IMPACT:

PCT.1 / FEMA
REQ# 341968 PO# 761299
C-16-400-03-07

Attachments

Cert. of Const. Completion - 2GS, LLC. Mile 1.5 W.
Appl. for Pmt #3 Retainage - 2GS,LLC. Mile 1.5 W.

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/01/2017 04:16 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Noemi De Los Rios Started On: 07/28/2017 07:56 AM
Final Approval Date: 08/04/2017

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON 6th DAY OF July ,20 17 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: March 7, 2017
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: 2GS, LLC., Dba Earthworks Enterprise
OF THE CITY OF Penitas STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF FEMA Road Improvements - Site #1 Mile 1 1/2 West

CONTRACT NO: C-16-400-03-07
Located in or near the City/Precinct Of Weslaco/Hidalgo

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$350,867.20
Present Amount of Contract	$350,535.28
Total Amount of earned to Date	$350,535.28
Less: previous payments	$315,481.75
Balance	$ 35,053.53
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 35,053.53

Exhibit E-M

6. That the final payment in the amount of Thirty-Five Thousand Fifty-Three Dollars 53/100 is now due and payable.

P.E. # 94121
Engineer's Signature & License #

CONCURRED BY:

2GS, LLC, Dba Earthworks Enterprise
Contractor's Name

By: Humberto Garcia, Jr.

Title: Member

CONCURRED BY:

Hidalgo County Pct. 1
City/Precinct

By:

Title: Chief Administrator

APPLICATION FOR PAYMENT NO. THREE (3) RELEASE OF RETAINAGE

To: HIDALGO COUNTY (OWNER)
From: 2GS, LLC, dba Earthworks Enterprise (CONTRACTOR)
Contract: Hidalgo County

Project: FEMA Road Improvements - Site #1 Mile 1 1/2 West

Owner's Contract No. C-16-400-03-07 Engineer's Project No. PURCHASE ORDER #
For Work accomplished through the date of: July 2, 2017 761299

1. Original Contract Price:	$	350,867.20
2. Net change by Change Order and Written Agreements(-):	$	(331.92)
3. Current Contract Price (1 plus 2):	$	350,535.28
4. Total completed and stored to date:	$	350,535.28
5. Retainage (per Agreement):		
10% of completed Work: $0.00		
____ of stored material		
Total Retainage:	$	-
6. Total completed and stored to date less retainage (4 minus 5)	$	350,535.28
7. Less previous Application for Payments:	$	315,481.75
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$	35,053.53

Accompanying Documentation:

Pct. 1
FEMA
1-1280-431-00-121-2005721
PO#761299

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

INVOICE RECEIVED BY
Mimi Ruiz on 7/6/17
GOODS/SERVICES RECEIVED BY:
Oscar Gonzales on 7/2/17

Date July 6, 2017

2GS, LLC, dba Earthworks Enterprise
(CONTRACTOR)

By: _____

Humberto Garcia, Jr.
Member
P.O. Box 595
Peñitas, Texas 78576-0595

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 05 day of July 2017.

Notary Public: Karla De La Rosa
My Commission expires: 6/21/21

KARLA DE LA ROSA
Notary Public, State of Texas
Comm. Expires 06-21-2021
Notary ID 131181353

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 7-6-17

International Consulting Engineers (I.C.E.)
(ENGINEER)

By: _____ P.E.

Exhibit E-C

Estimate Quantity Update Worksheet

Colonia: **Site 1 Mile 1 1/2 West Road**
Roadway: **FEMA - Site #1 Mile 1 1/2 West Road**
Control:
Project No: **C-16-400-03-07**
County: Hidalgo County
Estimate: 3 Release of Retainage

Work Type: Road Improvements
Limits:
From: Mile 11 North
To: Mile 12 North

Contractor: **2GS, LLC**
Contract Price: $350,535.28
Work Done this Mo.: $350,535.28
% Complete: 100.00%

Date Contract Began: May 12, 2017
Contract Time: 120
Time Charged: 68
% Time Used: 56.67%

Item No.	DESCRIPTION	Unit	Project Quantity	Unit Price	Project Amount	FIRST MONTH Monthly Quantity	FIRST MONTH QTY to Date	FIRST MONTH Item Cost (Monthly)	SECOND MONTH Monthly Quantity	SECOND MONTH QTY to Date	SECOND MONTH Item Cost (Monthly)	THIRD MONTH Monthly Quantity	THIRD MONTH QTY to Date	THIRD MONTH Item Cost (Monthly)
	BASE BID													
1	Preparing ROW	STA	52.00	$ 500.00	$ 26,000.00	52.00	52.00	$ 26,000.00		52.00	$ -			$ -
2	Traffic Control	LS	1.00	1,800.00	1,800.00	1.00	1.00	1,800.00		1.00	-			-
3	Street Excavation (9 1/2" Pavement and Caliche)	CY	3,952.00	8.60	33,987.20	3,952.00	3,952.00	33,987.20		3,952.00	-			-
4	Lime Type A Slurry	Tons	379.00	180.00	68,220.00	377.156	377.16	67,888.08	1.844	379.00	331.92			-
5	8" Subbase with 6% Lime (Compacted in place)	SY	14,820.00	1.25	18,525.00	14,820.00	14,820.00	18,525.00		14,820.00	-			-
6	6" New Caliche Flexible Base with 1.5% Lime (Compacted in place)	SY	14,820.00	5.25	77,805.00	11,115.00	11,115.00	58,353.75	3,705.00	14,820.00	19,451.25			-
7	Prime Coat (MC-30)	GAL	2,964.00	5.00	14,820.00		-	-	2,964.00	2,964.00	14,820.00			-
8	1 1/2" Asphalt Type "D"	Tons	1,170.00	85.00	99,450.00		-	-	1,170.00	1,170.00	99,450.00			-
9	Regrade Roadside Ditch	LF	10,260.00	1.00	10,260.00	10,260.00	10,260.00	10,260.00		10,260.00	-			-
	Total Base Bid				**$ 350,867.20**			**$216,814.03**			**$134,053.17**			$ -
	CHANGE ORDER#1													
4	Lime Type A Slurry	Tons	1.844	180.00	$ (331.92)				1.844	1.844	$ (331.92)			
	TOTAL				**$ 350,535.28**			**$ 216,814.03**			**133,721.25**			

Monthly Totals:	$ 216,814.03	$ 133,721.25	$ -
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905)	$ 216,814.03	$ 134,053.17	$ -
Drainage (906)			
CHANGE ORDER	$ -	$ (331.92)	

Total to Date:

Base Bid	$ 350,867.20
	$ -
	$ (331.92)
Total	$ 350,535.28

Martha Diaz

Prepared and Checked By:

Signature: Humberto Garcia Jr.

Printed Name: Humberto Garcia Jr.

Date: July 6, 2017

2GS, LLC, dba Earthworks Enterprise	Contractor Name	Application No.:	**3 Release of Retainage**
May 12, 2017	Starting Date	Application Date:	**July 6, 2017**
September 9, 2017	Project Ending Date	Period To:	**July 2, 2017**
10%	Retainage Percent	Engineer Firm:	**International Consulting Engineers (I.C.E)**

Summary

CSJ #	Project Name	Original Schedule	Revised Schedule Value	Payment Application #1	Payment Application #2	Payment Application #3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
C-16-400-03-07	Site 1 Mile 1 1/2 West Road	$ 350,867.20	-$ 331.92	$ 216,814.03	$ 133,721.25	$ -	$ 350,535.28	$ 0.00	$ -	$ 350,535.28	$ 315,481.75	$ 35,053.53
				-				-	-	-	-	-
				-			-	-	-	-	-	-
				-			-	-	-	-	-	-
				-			-	-	-	-	-	-
				-			-	-	-	-	-	-
				-			-	-	-	-	-	-
Totals			$ 350,535.28	$ 216,814.03	$ 133,721.25	$ -	$ 350,535.28	$ 0.00	$ -	$ 350,535.28	$ 315,481.75	$ 35,053.53

2GS, LLC, dba Earthworks Enterprise — Contractor Name

5/12/17 — Starting Date

9/9/17 — Project Ending Date

FEMA Road Improvements - Site #1 Mile 1 1/2 West — Engineer's/County Project Description

Application No.: 3 Release of Retainage

Application Date: July 6, 2017

Period To: 7/2/17

Engineer's/County Project No.: C-16-400-03-07

No.	Item Code	Description	Unit	Original Schedule Value			Revised Rates	Value		First Month			Second Month			Third Month			Total to Date	Balance to Finish	
				Original Rates	Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
		BASE BID																			
1		Preparing ROW	STA	$ 500.00	52.00	$ 26,000.00				52.00	52.00	$ 26,000.00	-		$ -	-		$ -	$ 26,000.00	-	$ -
2		Traffic Control	LS	1,800.00	1.00	1,800.00				1.00	1.00	1,800.00	-		-	-		-	1,800.00	-	-
3		Street Excavation (9 1/2" Pavement and Caliche)	CY	8.60	3,952.00	33,987.20				3,952.00	3,952.00	33,987.20	-		-	-		-	33,987.20	-	-
4		Lime Type A Slurry	Tons	180.00	379.00	68,220.00				377.16	377.16	67,888.08	1.84		331.92	-		-	68,220.00	-	-
5		8" Subbase with 6% Lime (Compacted in place)	SY	1.25	14,820.00	18,525.00				14,820.00	14,820.00	18,525.00	-		-	-		-	18,525.00	-	-
6		6" New Caliche Flexible Base with 1.5% Lime (Compacted in place)	SY	5.25	14,820.00	77,805.00				11,115.00	11,115.00	58,353.75	3,705.00		19,451.25	-		-	77,805.00	-	-
7		Prime Coat (MC-30)	GAL	5.00	2,964.00	14,820.00				-	-	-	2,964.00		14,820.00	-		-	14,820.00	-	-
8		1 1/2" Asphalt Type "D"	Tons	85.00	1,170.00	99,450.00				-	-	-	1,170.00		99,450.00	-		-	99,450.00	-	-
9		Regrade Roadside Ditch	LF	1.00	10,260.00	10,260.00				10,260.00	10,260.00	10,260.00	-		-	-		-	10,260.00	-	-
		Total Base Bid				**$ 350,867.20**						**$ 216,814.03**			**$ 134,053.17**			$ -	**350,867.20**		$ -
		CHANGE ORDER#1																			
4		Lime Type A Slurry	Tons	1.84	180.00	$ (331.92)				-			1.84		(331.92)				(331.92)		
		TOTAL				**$ 350,535.28**						**$216,814.03**			**$ 133,721.25**				**$ 350,535.28**		

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: FEMA Road Improvements - Site #1 Mile 1 1/2 West **PROJECT NO.**
OWNER: Hidalgo County C-16-400-03-07
CONTRACTOR: 2GS, LLC, dba Earthworks Enterprise
ENGINEER: International Consulting Engineers

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

None.

CONTRACTOR

By Humberto Garcia, Jr.

Title Member

Subscribed and sworn to before me this 6th day of July

Notary Public: Karla De La Rosa

My Commission Expires: 06/21/2017

Karla De La Rosa

KARLA DE LA ROSA
Notary Public, State of Texas
Comm. Expires 06-21-2021
Notary ID 131181353

Form L

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: Hidalgo County Prct #1 FEMA Road Imp. Site <Mile 1 1/2 Wes **PROJECT NO.** C-16-400-03-07
OWNER: Hidalgo County
CONTRACTOR: 2GS, LLC, Dba Earthworks Enterprise
ENGINEER: International Consulting Engineers

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

None.

CONTRACTOR

By Humberto García, Jr.

Title Member

Subscribed and sworn to before me this 6th day of July 2017

Notary Public: Karla De La Rosa

My Commission Expires: June 21, 2021.

Karla De La Rosa

KARLA DE LA ROSA
Notary Public, State of Texas
Comm. Expires 06-21-2021
Notary ID 131181353

CONTRACTOR's GUARANTEE

I, Humberto Garcia Jr. , being Member of 2GS, LLC, Dba Earthworks Enterprise (hereinafter called "CONTRACTOR"), do hereby make the following statements to Hidalgo County (hereinafter called "OWNER") in relation to the completed project known as the Hidalgo County Precinct No.1- FEMA Road Improvements-Site 1:Mile 1 1/2 West (Between Mile 11 North Road and Mile 12 North Road)

I guarantee...

That all of the completed Work is free from faulty materials in every particular,

That all of the completed Work is free from improper workmanship, and

That no injury will occur from proper and usual wear,

That OWNER has been assigned all guarantees and/or warranties originally made to CONTRACTOR by suppliers and subcontractors, if any. (Such assignment does not relieve CONTRACTOR of the responsibility stated in each guarantee and/or warranty in case of failure of suppliers or subcontractors to fulfill the provisions of such guarantees and/or warranties.)

I agree...

That the execution of the final certificate or the receipt of the final payment does not relieve CONTRACTOR of the responsibility for neglect of faulty materials or workmanship during the period covered by this Guarantee,

To replace or to re-execute without cost to OWNER such Work as may be found to be improper or imperfect, and

To make good all damage caused to other Work or materials, due to such required replacement or re-execution.

This Guarantee is in effect as of the 6 day of July 2017, and shall cover a period of **ONE (1) FULL YEAR** from said effective date.

CONTRACTOR

Signed: _____

Name & Title: Humberto Garcia, Jr., Member

Date: July 6, 2017

AI-61015 **Purchasing Department** **25. C. 1.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute the final form of a professional engineering services agreement (subject to legal counsel's review) for the provisions of: (on call) Geo-Technical / Construction Material Testing Services with Terracon Consultants for projects located in Precinct No. 2, [as approved for negotiations on CC 07/25/17];

BACKGROUND

Contract/1295 - Terracon
Email request by Pct 2

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-006-0-334

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

BUDGETARY IMPACT:

Funding will be identified upon issuance of Work Authorization.

Attachments

Email Request Pct 2
Contract/1295 Terracon-on call Geo/CMT-Pct 2
LEGAL

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/04/2017 03:43 PM
Budget & Management	Veronica Ortiz	08/04/2017 03:47 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Rocio Villarreal		Started On: 08/03/2017 03:56 PM
Final Approval Date: 08/04/2017		

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

Re: Request for Bid No.

From : Erika Zamora <erika.zamora@co.hidalgo.tx.us> Fri, Aug 04, 2017 02:58 PM

Subject : Re: Request for Bid No. 12 attachments

To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Cc : leticia saenz <leticia.saenz@co.hidalgo.tx.us>, yvette salinas <yvette.salinas@co.hidalgo.tx.us>

The following is funding information for both items:

61014 - 7-1345-451-22-122-141-0-730 funding pending approval of AI#61045 CC 8/8/17

61015 7-1200-431-00-122-006-0-334 funding will be identified upon issuance of Work Authorization.

Any questions please let me know.

Thanks,

Erika Zamora

Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

From: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "leticia saenz" <leticia.saenz@co.hidalgo.tx.us>, "yvette salinas" <yvette.salinas@co.hidalgo.tx.us>

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

Re: Request for Bid No.

From : Erika Zamora <erika.zamora@co.hidalgo.tx.us> Fri, Aug 04, 2017 02:52 PM
Subject : Re: Request for Bid No. 13 attachments
To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>
Cc : leticia saenz <leticia.saenz@co.hidalgo.tx.us>, yvette salinas <yvette.salinas@co.hidalgo.tx.us>

Leti,

Attached please find the contract, work authorization, and 1295 with B2Z for the Pct 2 Las Milpas Park (CRC) Youth Facility Project. Steve is currently finalizing review. Please just include subject to legal approval.

Also please find the contract and 1295 with Terracon for On Call Geo/CMT Contract. Please include legal verbiage as well.

Thank you,

Erika Zamora
Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Cc: "leticia saenz" <leticia.saenz@co.hidalgo.tx.us>, "yvette salinas" <yvette.salinas@co.hidalgo.tx.us>

Sent: Thursday, August 3, 2017 4:01:01 PM
Subject: Re: Request for Bid No.

Erika:

Agenda Item 61014 & 61015 have been created but not submitted due to the lack of contract, legal approval, and Form 1295. In addition, the agenda is needing the funding source to be included. Once you have everything you may forward to one of the contracts manager so they include the information and submit the agenda.

Thank you

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, August 3, 2017 12:21:43 PM
Subject: Re: Request for Bid No.

Rocio,

Please create agenda items on next weeks agenda for approval of Terracons on call geo tech contract and B2Z contract for Pct 2 Las Milpas Park Youth Facility Project.

Please let me know if you have any questions.

Respectfully,

Erika Zamora
Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Sent: Thursday, August 3, 2017 11:57:28 AM
Subject: Fwd: Request for Bid No.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, August 3, 2017 11:12:27 AM
Subject: Re: Request for Bid No.

Rocio,
As requested, see below contract numbers for the following number:

1. Selection of a Professional Engineering Services for Pct 2 with B2Z Engineering /c-2017-227
2. Selection of Geo Tech and Construction Material Testing for Pct 2 with Terracon/c-2017-228

As a reminder, the bidlog status is now to remain open, until completion of contract process, as advised in previous email (see attached).

Status of pending contracts must done on the buyers open projects page.

Should you have any questions related to this matter, do not hesitate to contact me.

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX. 78541
956-292-7000 x-4852

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Thursday, August 3, 2017 10:30:00 AM
Subject: Request for Bid No.

Darlene:

Can you please provide bid no. to the following:

1. Selection of a Professional Engineering Services for Pct 2 with B2Z Engineering
2. Selection of Geo Tech and Construction Material Testing for Pct 2 with Terracon.

In addition, I have attached the agenda caption that was approved in Com Court.

Thank you.

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hike and bike logo.jpg
83 KB

Facebook.png
1 KB

Twitter.png
32 KB

YouTube.png
3 KB

hike and bike logo.jpg
83 KB

Facebook.png
1 KB

Twitter.png
32 KB

YouTube.png
3 KB

Contract (C-17-194-08-08).pdf
2 MB

On Call Geo Contract.pdf
133 KB

1295.pdf
665 KB

Work Auth #1 B2Z.pdf
330 KB

1295.pdf
352 KB

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-17-228-08-08

THIS AGREEMENT is made effective the 8th, day of August, 2017 by and between **HIDALGO COUNTY, TEXAS,** ("County") and Terracon Consultants, Inc.**,** a Delaware Corporation Company ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County requires geo technical and construction materials testing (the "Services") for **Precinct No. 2 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.2, 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 August 7, 2018 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 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Laboratory:	Terracon Consultants, Inc. Attn: Jorge A. Flroes, P.G./Principal/Office Manager 1506 Mid Cities Drive Pharr, Texas 78577

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).

31. IMMUNITITES. Nothing in this Agreement 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.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

LABORATORY:
TERRACON CONSULTANTS, INC.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By:_____

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

EXHIBIT “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT “B”

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County _____ Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.

7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT “C”

LABORATORY’S RATES

2017 TERRACON SCHEDULE OF FEES FOR ENVIRONMENTAL CONSULTING SERVICES, GEOTECHNICAL ENGINEERING CONSULTING SERVICES, AND CONSTRUCTION MATERIAL ENGINEERING AND TESTING CONSULTING SERVICES

ENVIRONMENTAL CONSULTING SERVICES

Hourly Fees for Personnel

Personnel:	Rate/Hour
Senior Principal/Program Manager	$175.00
Principal	$160.00
Senior Project Manager	$150.00
Project Manager	$135.00
Project Environmental Professional IV	$135.00
Project Environmental Professional III	$120.00
Project Environmental Professional II	$110.00
Project Environmental Professional I	$95.00
Environmental Technician II	$85.00
Environmental Technician I	$70.00
Draftsperson/CAD Operator II	$70.00
Draftsperson/CAD Operator I	$60.00
Administrative Assistant	$60.00
Word Processor	$50.00
Clerical	$45.00

Reimbursable Expenses

Reimbursable Cost	Cost Plus 15%

Travel Expenses

Airfare/Car Rental	Cost Plus 15%
Field Vehicle, per day	$70.00
Vehicle Mileage, per mile	$0.585
Per Diem (food and lodging)	$135.00
Document Delivery/Overnight (per package)	$25.00

Field Equipment

Disposable Bailer (each)	$10.00
PID Meter (per day)	$110.00
Water Level Indicator (per day)	$35.00
pH/Conductivity/Temperature Meter (per day)	$35.00
Interface Probe (per day)	$85.00
Survey Equipment (Autolevel and Rod – per day)	$100.00
Submersible Purge Pump (per day)	$35.00
Peristaltic Pump (per day)	$ 60.00
Low-Flow Bladder Pump (per day)	$ 100.00
Flow-Through Cell (per day)	$ 100.00

Sample Kit (per day)	$ 35.00
Handheld GPS Instrumentation (per day)	$ 45.00
Trimble Pro XRS Pathfinder Backpack GPS (per day)	$ 165.00
20' Ladder (per day)	$ 20.00
Low Flow Air Pump (per day)	$ 35.00
High Flow Air Pump (per day)	$ 50.00
IAQ Instrumentation (QTRAK, Moisture Meter) (per day)	$ 50.00
Hand Auger (per day)	$ 25.00
All-Terrain Vehicle (per day)	$ 200.00

Special Services

1. Work on field with potentially hazardous materials: Quote will be provided.
2. Containerizing waster or cuttings: Quote will be provided.
3. Removal of containerized waste or cuttings: Quote will be provided.
4. Create access to inaccessible sites: Quote will be provided.
5. Document Copies: Quote will be provided.
6. Expert Witness: Quote will be provided.
7. Miscellaneous not included in Schedule of Fees: Quote will be provided.

ASBESTOS CONSULTING SERVICES

I. Asbestos Survey and Abatement Specifications

i.	Asbestos Consultant	$ 100.00 / hr.
ii.	Asbestos Inspector	$ 80.00 / hr.
iii.	PLM Bulk Sample Analysis	$ 15.00 / ea.
iv.	AAS Lead Paint Sample Analysis	$ 15.00 / ea.
v.	Word Processing	$ 50.00 / hr.
vi.	CAD Draftsman	$ 55.00 / hr.

II. Asbestos Project Management

i.	Asbestos Consultant	$ 100.00 / hr.
ii.	Asbestos Project Manager	$ 80.00 / hr.
iii.	Asbestos Air Monitor	$ 65.00 / hr.
	1. (Includes up to 10 PCM Samples per day)	
iv.	PCM Air Sample Analysis (Beyond 10 per day)	$ 10.00 / ea.
v.	TEM Air Sample Analysis (24 Hr. Turnaround)	$ 75.00 / ea.

III. Travel Expenses

a. Reimbursable Expenses are charged at cost plus 15%.

Vehicle Charge, per day.....$ 60.00

Mileage (per mile)..... $ 0.58

Air Fare.....cost +15%

Per Diem ..... $ 125.00
Document Delivery/Overnight (per standard package) ..... $ 20.00

INDOOR AIR QUALITY

I. GENERAL IAQ CONSULTING: LABOR FEES

Expert Witness ..... $ 250.00
Senior Principal ..... $ 175.00
Department Manager, Indoor Air Quality ..... $ 160.00
Principal ..... $ 160.00
Senior Environmental Scientist $135.00
Senior Project Manager $110.00
Project Manager $110.00
Texas Licensed Mold Assessment Consultant ..... $ 105.00
Texas Licensed Mold Assessment Technician ..... $ 85.00

Administrative Assistant ..... $ 60.00

Draftsperson/CAD Operator ..... $ 60.00
Word Processor ..... $ 50.00
Clerical ..... $ 45.00

II. ANALYSIS, BIOLOGICAL

Analysis	Media	Method	
Fungal Identification	Tape/Bulk	Microscopy	$ 35.00*
Total Bioaerosol (air)	Allergenco/AOC	Microscopy	$ 35.00*
Viable Bioaerosol (air)	Malt/Viable	Culture/Microscopy	$ 55.00*
Bacterial Identification	TSA/Viable	Culture/Biolog	$ 105.00*
Sewage Indicating Bacteria	Swab	Culture/Biolog	$ 125.00*
Legionella	Water	Viable/DFA	$ 155.00*

* TDSHS Licensed Laboratory and/or AIHA EMLAP Laboratory with a Standard Turnaround

III. ANALYSIS, CHEMICAL

Analyte	Media	Method	
Total VOC	OVM or sorbent tube	GC/FID	$ 80.00
Specific VOC	OVM or sorbent tube	GC/FID	$ 125.00
Multiple VOC	Tenax/Silica/Suma	GC/MS	$ 325.00
Formaldehyde	OVM (3721 or DNPH)	HPLC/GC	$ 80.00
BTEX	OVM or sorbent tube	GC/FID	$ 75.00

IV. FIELD EQUIPMENT

Analyte/Instrument	Method	
CO_2, CO, Temp, Humidity	Direct Read	Included*
Moisture	Direct Read	Included*
Photo-documentation	Digital	Included*
Airborne Particulate	Direct Read	Included*
Micromanometer	Direct Read	Included*
Infrared Camera	Thermography	$ 250.00

*These analytical measurements included in a standard IAQ investigations/evaluations.

V. TRAVEL EXPENSES

Reimbursable Expenses are charged at cost plus 15%.

Vehicle Charge, per day.....$ 60.00
Mileage (per mile).....$ 0.58
Air Fare.....cost 15%
Per Diem .....$ 125.00
Document Delivery/Overnight (per standard package) .....$ 20.00

GEOTECHNICAL ENGINEERING CONSULTING SERVICES

Engineering and Support Staff

Project Secretary	$45.00
CADD Technician	$45.00
Administrative Secretary	$45.00
Engineering Technician	$45.00
Senior Engineering Technician	$55.00
Laboratory/Field Supervisor	$75.00
Graduate Engineer/Geologist/Scientist	$85.00
CME Project Manager	$90.00
Project Engineer/Geologist/Scientist	$110.00
Project Manager, Senior Engineer/Scientist/Geologist	$135.00
Manager	$160.00
In-House Consultant, Principal Engineer	$175.00

Overtime rates of 1.5 times the standard hourly rate will be applicable for all hours worked before 7:00 am, after 5:00 pm, or over eight (8) hours per day, Monday through Friday. For all hours worked on Saturdays, Sundays, and holidays there will be a three (3) hour minimum charge.

Special Services

1. Work on field with potentially hazardous materials: Quote will be provided.
2. Containerizing waster or cuttings: Quote will be provided.
3. Removal of containerized waste or cuttings: Quote will be provided.
4. Create access to inaccessible sites: Quote will be provided.
5. Document Copies: Quote will be provided.
6. Expert Witness: Quote will be provided.
7. Miscellaneous not included in Schedule of Fees: Quote will be provided.

General Information

Expenses incurred in connection with the project will be invoiced at cost plus 15 percent. These expenses may include the following:

- Services directly applicable to the work, such as special legal and accounting expenses, special consultants, subcontractor services, and similar costs that are not applicable to general operating expenses.

- Identifiable communication expenses, such as long distance telephone, facsimile, telegraphy, cable, express delivery charges, postage, and similar costs that are not applicable to general correspondence and/or operating expenses.

- Identifiable processing and reproduction costs applicable to the project, such as developing, blueprinting, photocopying, printing, and similar costs that are not applicable to general operating expenses.

Geotechnical Field Services

Drilling and Sampling Operations

Soil Borings, 3 in. thin-wall tube sample or 2 inch split barrel sampler, sample at 5-foot intervals (continuous 0-10 ft.)

.0 to 50 ft., per linear foot	$10.50
.51 to 100 ft., per linear foot	$12.00
Over 100 ft.	On request
Casing installation/removal, per linear foot	$9.00
Wash or auger boring, per linear foot	$10.50
Rock coring, soft formation, per linear foot	$26.50
Rock coring, hard formation, per linear foot*	$32.00

Core bit wear per linear foot

Soft formation	$1.00
Hard formation*	$3.00
Inaccessible borings requiring all-terrain drilling vehicles, additional charge, per linear foot	$4.00
Special sampling techniques (piston samples, etc.)	On Request

Standpipe/Observation well installation

(excludes material), per hour	$180.00
Hourly Drilling Rate, 3-man crew, per hour	$225.00
Rig Standby, per hour	$225.00
Damaged tube samplers, each	$35.00
Grouting of Test Borings (Maximum 6" nominal dia. hole, excludes materials), per hour	$180.00

* For very hard rock formations such as granite, or unusual conditions such as karstic limestone, prices will be quoted upon request.

Mobilization, Travel Expenses and Site Access

Mobilization, Drill Crew	$300.00
Mobilization, all-terrain vehicle	$600.00
Drayage, permits for equipment	Cost+15%
Rental of special equipment for site access, etc.	Cost+15%

Resistivity Surveys

Graduate Geologist/Engineer	$85.00
Project Geologist/Engineer, per hour	$95.00
Resistivity Equipment, per day	$225.00
Other Sampling Techniques & Services not Shown	On request

Notes

Right of entry to exploration sites must be provided by the client unless other arrangements are made in advance. Site restoration, as required by the client and due to no fault of Terracon will be billed at cost plus 15 percent.

Geotechnical Laboratory Testing Services

(The price for tests in this section are based on a per sample or per test basis.)

Strength and Volume Change Tests

Unconfined Compression Tests

Soil	$50.00
Rock	$55.00
Vane Shear Test	$35.00
Pocket Penetrometer	$7.00

Triaxial Tests

Unconsolidated-Undrained	$90.00
Consolidated-Undrained w/Pore Pressure Measurements (per stage)	$250.00
Consolidated-Undrained Cyclic Loading	$450.00
Consolidated-Drained (Sands and Silts)	$450.00

Direct Shear Tests

Unconsolidated-Undrained	$150.00
Consolidated-Undrained (per stage)	$250.00
Consolidated-Drained (per stage)	$325.00
Consolidated-Drained, Residual Strength (per stage)	$450.00

Swell-Pressure Tests

Single load	$165.00
Multiple load increments	$225.00
Consolidation Tests, max 7 loadings	$500.00
Additional load increments	$65.00

Classification Tests

Liquid and Plastic Limits

Single Point Test	$75.00
Three-Point Test	$95.00

Particle Size Analysis

Sieve Analysis through No. 200 Sieve	$100.00
Percent Finer than No. 200 Sieve (Washed)	$55.00
Hydrometer (Includes No. 200 Sieve)	$265.00

Other Tests and Miscellaneous Items

Water Content	$9.50
Density of Undisturbed Samples Soil	$30.00
Rock	$40.00
Specific Gravity	$45.00
Organic Content	$40.00

Permeability

Flexible wall test-triaxial cell	$350.00
Falling Head	$125.00

Moisture-Density Relationship, Standard or Modified

Soil (4" and 6" Mold)	$225.00
Soil with Gravel, Base Materials (6" Mold)	$275.00
Soil, Base Material with Chemical Admixtures (6" Mold)	$325.00
Lime modification optimum (using pH)	$125.00
Soil-lime mixture design (using plasticity index)	$300.00

Laboratory CBR Tests

(Excludes Moisture-Density Relationship)	$500.00
Shipment of Samples to Laboratory	Cost + 15%

Notes:

- All tests not listed can be performed at either a quoted price or on an hourly basis.
- Rush test assignments requiring unscheduled overtime in the laboratory are subject to a 50 percent surcharge for a 3 day turn-around.
- Technician time for sample preparation will be $38.00 per hour in addition to test charges. Special data presentation such as plotting stress-strain curves will be charged at the hourly rate of $65.00 in addition to the test charges.
- Photograph of sample is $8.00 for first copy, and $4.00 for every additional photograph.

CONSTRUCTION MATERIALS ENGINEERING AND TESTING CONSULTING SERVICES

Construction Materials Testing and Inspection Field Services

Pick-up concrete test specimens or sampling materials, per hour $45.00
Vehicle Trip Charge (per trip), as applicable $30.00
Vehicle Mileage (per mile), as applicable $00.50
Field molding of concrete cylinders, slump, air content, and temperature measurements, per hour $45.00
Concrete field monitoring & molding of cylinders, slump, air content, unit weight, & temperature measurements, per hour $45.00
Concrete and asphalt, plant inspection, per hour $55.00
Concrete or asphalt coring, per hour $55.00
plus bit wear (length times diameter), per inch diameter $3.00
plus generator, per day $150.00
plus core rig and equipment, per day $150.00
plus patching of holes, each $44.00

Windsor probe or Swiss hammer testing
Senior engineering technician, per hour $55.00
Graduate engineer, per hour $85.00
Project engineer, per hour $95.00
plus Windsor probe or Swiss hammer, day $90.00
plus Windsor probe shots ..... Cost + 15%
In-place nuclear moisture-density testing, per hour $45.00

Full Time Earthwork Monitoring
Engineering technician, per hour $45.00
Senior engineering technician, per hour $55.00
plus nuclear gauge, per day $35.00
Field soil stabilization (lime or cement) monitoring, per hour $45.00
plus nuclear gauge, per day $35.00
Foundation installation monitoring, per hour $55.00

Roofing installation monitoring
Per Roofing Consultant Contract Fees

Visual welding inspection and welder performance qualifications
Certified welding inspector, per hour $95.00
NDE technician, per hour ..... $Cost + 15%
Reinforcing steel inspection, per hour, ... $45.00
Radiographic examination:
NDE technician, per hour ..... Cost + 15%
plus equipment, per day ..... Cost + 15%
plus film and supplies ..... Cost + 15%

Ultrasonic, magnetic particle & liquid penetrant examination
NDE technician, per hour ..... Cost + 15%
plus equipment, per day ..... Cost + 15%
plus supplies ..... Cost + 15%

Construction Materials Laboratory Testing Services

Particle size analysis

Sieve analysis through 200 sieve:
- Dry, each $85.00
- Washed, each $110.00

Percent finer than 200 sieve:
- (washed, soil only), each $55.00

Hydrometer analysis (includes 200 sieve), each $265.00
Specific gravity and absorption (aggregate), each $80.00
Dry-rodded weight, each $35.00
Decantation, each $35.00
Organic impurities test on fine aggregate, each $35.00
Los Angeles abrasion (excludes preparation), each $350.00
Testing of each aggregate type for concrete mix design or verification (includes gradation, fineness modulus, absorption, specific gravity, dry-rodded weight, and decantation), each $350.00
Concrete mix verification, each $350.00
Additional verifications with same aggregates, each $125.00

Concrete mix design

Regular aggregate, each $1,100.00
Lightweight aggregate, each $1,250.00
Additional mixes with same aggregates, each $400.00

Compression testing of concrete cylinders

Made during field monitoring (includes reserves not tested), each $14.50
FOB laboratory (signed hand written report, minimum of 4 cylinders), each $20.00
FOB laboratory (signed typed report, minimum of 4 cylinders), each $28.00
Flexural testing of concrete beams, each $40.00

Moisture-density relationship, Standard or modified Proctor

Soil (4" and 6" mold), each $225.00
Soil with gravel, base materials (6" mold), each $275.00
Soil, base material with chemical admixtures (6" mold), each $325.00
Relative density (maximum and minimum), each $225.00
Density of undisturbed soil samples, each $11.50
Laboratory CBR tests (excludes moisture-density Relationship), each $150.00
Texas triaxial series, each set $1,500.00

Testing of bituminous materials

Mixing and molding of specimens (set of 3) $175.00
Molding specimens only (set of 3) $175.00
Specific gravity (set of 3) $110.00
Stability (set of 3) $110.00
Extraction/Gradation $175.00
Maximum theoretical specific gravity $110.00
Preparation of samples/materials will be charged for all laboratory tests when applicable at (per hour) $55.00

Reimbursable Expenses

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 15 percent for handling and include, but are not limited to the following:

Travel, long distance calls, express charges, legal and accounting fees, computer time and programming costs, external consultants, word processing, CADD, printing and binding reports, blueprinting, photocopying, printing, photographs, environmental analytical and drilling fees, etc.

Note

A three (3) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 7:00 AM to 6:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over eight (8) hours per day.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

The following assumptions were used in preparing our fee schedule:

- We have assumed that contractors on the site will work a single shift, five day week schedule;
- The contractor will schedule testing services with 24 hours notice (7:30 AM to 5:00 PM, Monday through Friday) unless the service is on a full time basis;
- Invoices for the project will be submitted on a monthly basis;
- Full time masonry inspections as specified in the plans,
- Services provided on Saturday, Sunday or Holidays will be invoiced at 1.5 times the applicable rate; and
- Services provided outside of regular business hours (7:00 AM to 5:00 PM, Monday through Friday) will be invoiced at 1.50 times the applicable rate.

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, **FIRM'S NAME**, 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 _____, 2016.

THE LABORATORY:

_____

THE OWNER:
HIDALGO COUNTY

_____

By: _____

Print Name

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 **FIRM'S NAME**, 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

1/1/2018

DATE (MM/DD/YYYY): 12/15/2016

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
	INSURER A : Lexington Insurance Company — 19437
INSURED 1312893 TERRACON CONSULTANTS, INC. 1506 MID-CITIES DRIVE PHARR TX 78577	**INSURER B :** Travelers Property Casualty Co of America — 25674
	INSURER C : The Travelers Indemnity Company — 25658
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES TERCO01 **CERTIFICATE NUMBER:** 14047707 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	N	TC2J-GLSA-1118L293	1/1/2017	1/1/2018	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 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-131J3858	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
C C B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	TC2KUB131J374217 (AOS) TRKUB131J384617 (AZ,MA,WI) TC2KUB131J374217 (CA)	1/1/2017 1/1/2017 1/1/2017	1/1/2018 1/1/2018 1/1/2018	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	PROFESSIONAL LIABILITY	N	N	26030216	1/1/2017	1/1/2018	$1,000,000 EACH CLAIM & $1,000,000 ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ NO. RFQ #2017-007-02-01-FAZ. HIDALGO COUNTY IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14047707
HIDALGO COUNTY PURCHASING DEPARTMENT
ADMINISTRATION BUILDING
2812 S. BUSINESS HWY. 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-245574

Date Filed:
08/04/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Terracon Consultants, Inc.
Pharr, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-17-228-08-08
Precinct 2 On-Call Geotechnical Engineering and Construction Materials Testing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gaboury, David	Olathe, KS United States	X	
Cobb, Harold	Houston, TX United States	X	
Covert, Michael	Olathe, KS United States	X	
Pavlicek, Robert	Raleigh, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

SYLVIA QUINONES
Notary Public, State of Texas
Comm. Expires 09-21-2020
Notary ID 129134864

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Jorge A. Flores,P.G., this the 4th day of August, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Sylvia Quinones	Corporate Service Representative

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-245574

Date Filed:
08/04/2017

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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Terracon Consultants, Inc.
Pharr, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

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C-17-228-08-08
Precinct 2 On-Call Geotechnical Engineering and Construction Materials Testing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gaboury, David	Olathe, KS United States	X	
Cobb, Harold	Houston, TX United States	X	
Covert, Michael	Olathe, KS United States	X	
Pavlicek, Robert	Raleigh, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Zimbra **erika.zamora@co.hidalgo.tx.us**

RE: Pct 2 On Call Geo/CMT Contract Review & Approval

From : Steve Crain <scrain@atlashall.com> Mon, Aug 07, 2017 01:22 PM
Subject : RE: Pct 2 On Call Geo/CMT Contract Review & Approval 7 attachments
To : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

The Terracon contract is OK.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Monday, August 07, 2017 11:29 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Marynel Trevino <mntrevino@atlashall.com>; Armando Garza Jr. <armando.garzajr@co.hidalgo.tx.us>; Eduardo Cantu <eduardo.cantu@co.hidalgo.tx.us>
Subject: Re: Pct 2 On Call Geo/CMT Contract Review & Approval

Good morning Steve,

This contract is on tomorrow's agenda for approval.

Please let me know what changes need to be made if any.

Respectfully,

Erika Zamora
Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

From: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Cc: "Marynel Trevino" <mntrevino@atlashall.com>, "Armando Garza Jr." <armando.garzajr@co.hidalgo.tx.us>, "Eduardo Cantu" <eduardo.cantu@co.hidalgo.tx.us>
Sent: Friday, August 4, 2017 11:12:48 AM
Subject: Pct 2 On Call Geo/CMT Contract Review & Approval

Good morning Steve,

Attached please find the on call engineering contract for geo-technical and construction material testing services for your review and approval.

An agenda item will be on the 8/8/17 agenda for approval of this contract.

Please let me know if you require any changes.

Respectfully,

Erika Zamora
Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

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AI-61056 **Purchasing Department** **25. C. 2.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 1 to Contract No. C-17-182-06-13 for B2Z Engineering, LLC., resulting in a change to the project name from Pct 2 Whalen Road Extension Project **to Pct 2 Military Highway Extension Project.**

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-122-139-0-721/841

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

BUDGETARY IMPACT:

No fiscal impact, project name change only.

Attachments

Supplemental Agreement No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/04/2017 04:09 PM
Budget & Management	Veronica Ortiz	08/04/2017 04:12 PM
Merlen P. Munoz	Merlen P. Munoz	08/04/2017 04:41 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Erika Zamora		Started On: 08/04/2017 03:48 PM
Final Approval Date: 08/04/2017		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1

TO AGREEMENT FOR PROFESSIONAL SERVICES
C-17-182-06-13

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **B2Z Engineering, LLC**, Professional Engineers of Mission, Texas, hereinafter called "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 13th day of June, 2017 concerning engineering for the **Whalen Road Extension Project** (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 8 of the **Agreement**, (Supplemental Agreements), establishes that the terms of this Agreement may be amended by supplemental agreement if the Owner determines that […] (3) for any other reason agreeable to the **Owner** and the **Engineer** ; and,

WHEREAS, it has become necessary to amend the contract to
Change the Project name from "Whalen Road Extension Project" to "Military Highway Extension Project (From 10th Street East to Jackson Rd)".

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. The **Agreement** is revised to show the change in the Project name from "Whalen Road Extension Project" to "Military Highway Extension Project (From 10th Street East to Jackson Rd)".

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2017.

THE ENGINEER:
B2Z ENGINEERING

BY: _____
Nicholus Muñoz, Vice President

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
No Attachments

AI-61014 **Purchasing Department** **25. C. 3.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval to execute the final form of a professional engineering services agreement (subject to legal counsel's review) with B2Z Engineering, LLC for project specific: [Las Milpas Park Youth Facility Project] located in Precinct 2, [as approved for negotiations on CC 06/13/17];

b. Acceptance and approval of Work Authorization No. 1 in the amount of ($ 45,578.64) as submitted by project engineer, B2Z Engineering, LLC for "professional engineering" services for project specific: [Las Milpas Park Youth Facility Project] located in Precinct 2, in connection to agreement # C-17-194-08-08.

BACKGROUND

Contract
WA1

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1345-451-22-122-141-0-730

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

BUDGETARY IMPACT:

Reference: AI-61045 interdepartmental transfer

Attachments

Contract/1295-B2Z-C-17-194-08-08-Pct2
email request-Pct 2
LEGAL
wa1

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/04/2017 03:42 PM
Budget & Management	Veronica Ortiz	08/04/2017 03:46 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Rocio Villarreal		Started On: 08/03/2017 03:53 PM

Final Approval Date: 08/04/2017

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-17-194-08-08

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **B2Z Engineering, LLC**, Professional Engineers of **Mission, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the Owner requested Requests for Qualifications (RFQ) from professional engineering firms;

WHEREAS, from the responses to the Requests for Qualifications the County developed and established a pool of engineering firms;

WHEREAS, from which Engineer has been selected from the "Pool" of pre-qualified engineering firms from the responses to such Request for Qualifications (RFQ); and

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the **Design, Construction Management and Inspection** of the **Las Milpas Park Youth Facility** for **Hidalgo County Precinct No. 2** hereinafter referred to as the **"Project".**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof following receipt of a Work Authorization issued by Owner.

3.1 Termination Date. This Agreement shall terminate on June 27, 2020 or upon completion of project (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for

the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. 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 **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon

thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work

performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and

present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** 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 **Engineer'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 **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied

by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Enginee**r for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the

Owner meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of

individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The

Engineer shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated

with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner**

who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a

statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-

free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates

(hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course

of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims,

damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance**) showing the

said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event 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.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**B2Z Engineering, LLC**
100 E. Cano St. 2nd Floor	**PO Box 2724**
Edinburg, Texas 78539	**McAllen, Texas 78502**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to

assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2017.

ENGINEER:
B2Z ENGINEERING, LLC

BY: _____
Nicholus Muñoz, Vice President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Commissioners' Court Approval Date:

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A –Scope of Services to be provided by the Owner
EXHIBIT B –Scope of Services to be provided by the Engineer
EXHIBIT C –Work Schedule
EXHIBIT D –Contract Rates
EXHIBIT E –Work Authorization Form
EXHIBIT F –Supplemental Agreement Form
EXHIBIT G –Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the **Owner** in the development of the **"Las Milpas Park Youth Facility"** for **Hidalgo County Precinct No. 2** hereinafter denoted as the **Project.**

GENERAL:

The **Owner** will provide to the **Engineer** the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Articles 5 and 6 of the Agreement.

3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the **Engineer** cannot easily obtain.

4) Provide any available relevant data the **Owner** may have on file concerning the **Project.**

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer.**

SECTION 1 SCOPE OF ENGINEER'S BASIC SERVICES

1.1 The Engineer's Basic Services consist of those described in Section 1 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Section 1 are Additional Services.

1.1.1 The Engineer shall manage the Engineer's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

1.1.2 The Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Engineer shall provide prompt written notice to the Owner if the Engineer becomes aware of any error, omission or inconsistency in such services or information.

1.1.3 As soon as practicable after the date of this Agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services.

1.1.4 The Engineer shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Engineer shall take all reasonable steps necessary to comply with the terms and conditions set forth in this Agreement.

1.1.5 The Engineer shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Engineer shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

1.1.6 The Engineer shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.1.7 In addition to the responsibilities and basic services identified in this Section, the following services shall be the responsibility of the Engineer:

- Programming (in coordination with Owner);
- On-Site Project Representation;
- Record Drawings Review (in coordination with Contractor);
- Structural Design and MEP Design

1.2 DESIGN DEVELOPMENT SERVICES

1.2.1 Based on the Owner's approval of any project preliminary Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

1.2.2 The Engineer shall develop an estimate of the Cost of the Work.

1.2.3 The Engineer shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

1.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

1.3.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Engineer acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Engineer shall review in accordance with Section 1.6.4.

1.3.2 The Engineer shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.3.3 During the development of the Construction Documents, the Engineer shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Engineer shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

1.3.4 The Engineer shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

1.3.5 The Engineer shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

1.4 BIDDING OR NEGOTIATION PHASE SERVICES

1.4.1 GENERAL

Following the Owner's approval of the Construction Documents, the Engineer shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

1.4.2 COMPETITIVE BIDDING

1.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

1.4.2.2 The Engineer shall assist the Owner in bidding the Project by:

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;
4. preparing responses to questions from prospective bidders and providing clarifications and

interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
5. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

1.4.2.3 The Engineer shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

1.4.3 NEGOTIATED PROPOSALS (CONSTRUCTION MANAGER AT-RISK)

1.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

1.4.3.2 The Engineer shall assist the Owner in obtaining proposals by;

1. procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors; and
3. If requested by the Owner, participating in negotiations with prospective contractors, and subsequently
preparing a summary report of the negotiation results, as directed by the Owner.

1.4.3.3 The Engineer shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

1.5 CONSTRUCTION PHASE SERVICES

1.5.1 GENERAL

1.5.1.1 The Engineer shall provide administration of the Contract between the Owner and the Contractor as set forth below.

1.5.1.2 The Engineer shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Engineer may furnish engineering services and consultations necessary to correct minor construction defects encountered during such correction period. The Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

1.5.1.3 The Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the Contract for Construction.

1.5.2 EVALUATIONS OF THE WORK

1.5.2.1 The Engineer, as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer

shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Engineer shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

1.5.2.1.1 The Engineer will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and the Contractor of any observed deficiencies. Furthermore, job site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Engineer. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work.

1.5.2.2 The Engineer has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Engineer shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

1.5.2.3 The Engineer shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contactor. The Engineer's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

1.5.2.4 Interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer shall endeavor to secure faithful performance by both Owner and Contractor. The Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

1.5.2.5 The Engineer shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

1.5.2.6 The Engineer and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

1.5.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

1.5.3.1 The Engineer shall review and certify the amounts due to the Contractor and shall advise the Owner of payment requests. The Engineer's certification for payment shall constitute a representation to the Owner, based on the Engineer's evaluation of the Work as provided in Section 1.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Engineer's knowledge,

information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contact Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Engineer.

1.5.3.2 The Engineer shall maintain a record of the Contractor's Applications for Payment.

1.5.4 SUBMITTALS

1.5.4.1 The Engineer shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Engineer's action shall be taken with such reasonable promptness as to cause minimal to no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review.

1.5.4.2 In accordance with the Engineer-approved submittal schedule, the Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action shall be taken with such reasonable promptness as to cause minimal to no delay in the Work or in the activities of the Owner, Contactor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Engineer shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Engineer. The Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

1.5.4.4 The Engineer shall review and respond to requests for information about the Contract Documents. The Engineer shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Engineer shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

1.5.4.5 The Engineer shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

1.5.5 CHANGES IN THE WORK

1.5.5.1 The Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Engineer may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents, with Owner's approval. If necessary, the Engineer shall prepare,

reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified.

1.5.5.2 The Engineer shall maintain records relative to changes in the Work,

1.5.5.3 The Engineer shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Engineer to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Engineer determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Engineer may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

1.5.5.4 If the Engineer determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Engineer shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Engineer shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Engineer. With the Owner's approval, the Engineer shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

1.5.6 PROJECT COMPLETION

1.5.6.1 The Engineer shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment (advise to Owner) based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

1.5.6.2 The Engineer's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

1.5.6.3 When the Work is found to be substantially complete, the Engineer shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

1.5.6.4 The Engineer shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Document.

EXHIBIT "C"
WORK SCHEDULE

The Work Schedule will be specific to each Work Authorization completed under the Contract for this **Project**. The **Engineer** will provide a Work Schedule as an attachment/exhibit to each Work Authorization. Work will need to be completed in accordance with Article 3 and 4 of this Contract (Article 3 – Period of Service, Article 4 – Progress and Coordination).

Exhibit D

B2Z ENGINEERING

Contract Rates

Personnel Classification	Hourly Base Rate	Contract Rate FY 2017	Contract Rate FY 2018†	Contract Rate FY 2019†
Senior Project Manager / Prinicpal	$ 68.00	$ 211.48	$ 217.82	$ 224.36
Project Manager	$ 60.00	$ 186.60	$ 192.20	$ 197.96
Senior Structural/Geotechnical Engineer	$ 57.00	$ 177.27	$ 182.59	$ 188.07
Project Engineer (10+ Years Experience)	$ 45.00	$ 139.95	$ 144.15	$ 148.47
Construction Engineer / PMP	$ 55.00	$ 171.05	$ 176.18	$ 181.47
Design Engineer (5~10 Years Experience)	$ 38.00	$ 118.18	$ 121.73	$ 125.38
GIS / Sr. Eng. Tech	$ 31.00	$ 96.41	$ 99.30	$ 102.28
EIT	$ 29.00	$ 90.19	$ 92.90	$ 95.68
Construction Inspector	$ 28.00	$ 87.08	$ 89.69	$ 92.38
Engineer Tech	$ 24.00	$ 74.64	$ 76.88	$ 79.19
CADD Operator	$ 21.00	$ 65.31	$ 67.27	$ 69.29
Admin/Clerical	$ 20.00	$ 62.20	$ 64.07	$ 65.99
Overhead Rate*: 177.71% Profit Rate: 12.00%	Contract Rates include labor, overhead, and profit. Contract Rates to be used to derive lump sum totals. All rates are negotiated rates and are not subject to change or adjustment.			

Direct Expenses:

Lodging	$85/night
Meals	$36/day
Mileage	$0.56/mile
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

* = Overhead Rate is TxDOT 2017 Approved Audited Overhead Rate.

† = 3% Escalation Rate added to future fiscal years.

Exhibit "E"
Sample Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Contract # C-_____
Work Authorization Form

WORK AUTHORIZATION NO. _____

SAMPLE

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **B2Z Engineering, LLC**, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** 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 **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** 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" Fee Schedule.***

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** 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.

Exhibit "E"
Sample Work Authorization Form

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 _____ 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 _____ as indicated below.

THE ENGINEER:
B2Z ENGINEERING

_____
By: Nicholus Muñoz
Vice President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS
Location Map
Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2013 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement,** (article title), is revised to

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2016.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

Exhibit "G"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/11/2017

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 have ADDITIONAL INSURED provisions or 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 : Travelers Indemnity Co of CT	
	INSURER B : AXIS Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
B2Z Engineering, LLC P.O. Box 2724 McAllen TX 78502

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			660-0E787992	01/17/2017	01/17/2018	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BA7F749501	01/17/2017	01/17/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB4203T391	01/17/2017	01/17/2018	X PER STATUTE 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
B	Professional Liability "claims made"			AEA000460-02-2017	01/17/2017	01/17/2019	Each Claim Limit Policy Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 281

Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <DD>

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-245032

Date Filed:
08/03/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
B2Z Engineering, LLC
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
C-17-194-08-08
Las Milpas Youth Facility

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gonzalez, Aisha	Mission, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
ALICIA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
August 28, 2017

Aisha Gonzalez
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Aisha Gonzalez, this the 3rd day of August, 20 17, to certify which, witness my hand and seal of office.

Alicia Rodriguez	Alicia Rodriguez	Notary
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-245032

Date Filed:
08/03/2017

Date Acknowledged:
08/04/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

B2Z Engineering, LLC
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-17-194-08-08
Las Milpas Youth Facility

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gonzalez, Aisha	Mission, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

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

Re: Request for Bid No.

From : Erika Zamora <erika.zamora@co.hidalgo.tx.us> Fri, Aug 04, 2017 02:58 PM

Subject : Re: Request for Bid No. 12 attachments

To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Cc : leticia saenz <leticia.saenz@co.hidalgo.tx.us>, yvette salinas <yvette.salinas@co.hidalgo.tx.us>

The following is funding information for both items:

61014 - 7-1345-451-22-122-141-0-730 funding pending approval of AI#61045 CC 8/8/17

61015 7-1200-431-00-122-006-0-334 funding will be identified upon issuance of Work Authorization.

Any questions please let me know.

Thanks,

Erika Zamora

Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

From: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "leticia saenz" <leticia.saenz@co.hidalgo.tx.us>, "yvette salinas" <yvette.salinas@co.hidalgo.tx.us>

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

Re: Request for Bid No.

From : Erika Zamora <erika.zamora@co.hidalgo.tx.us> Fri, Aug 04, 2017 02:52 PM
Subject : Re: Request for Bid No. 13 attachments
To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>
Cc : leticia saenz <leticia.saenz@co.hidalgo.tx.us>, yvette salinas <yvette.salinas@co.hidalgo.tx.us>

Leti,

Attached please find the contract, work authorization, and 1295 with B2Z for the Pct 2 Las Milpas Park (CRC) Youth Facility Project. Steve is currently finalizing review. Please just include subject to legal approval.

Also please find the contract and 1295 with Terracon for On Call Geo/CMT Contract. Please include legal verbiage as well.

Thank you,

Erika Zamora
Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Cc: "leticia saenz" <leticia.saenz@co.hidalgo.tx.us>, "yvette salinas" <yvette.salinas@co.hidalgo.tx.us>

Sent: Thursday, August 3, 2017 4:01:01 PM
Subject: Re: Request for Bid No.

Erika:

Agenda Item 61014 & 61015 have been created but not submitted due to the lack of contract, legal approval, and Form 1295. In addition, the agenda is needing the funding source to be included. Once you have everything you may forward to one of the contracts manager so they include the information and submit the agenda.

Thank you

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, August 3, 2017 12:21:43 PM
Subject: Re: Request for Bid No.

Rocio,

Please create agenda items on next weeks agenda for approval of Terracons on call geo tech contract and B2Z contract for Pct 2 Las Milpas Park Youth Facility Project.

Please let me know if you have any questions.

Respectfully,

Erika Zamora
Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Sent: Thursday, August 3, 2017 11:57:28 AM
Subject: Fwd: Request for Bid No.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, August 3, 2017 11:12:27 AM
Subject: Re: Request for Bid No.

Rocio,
As requested, see below contract numbers for the following number:

1. Selection of a Professional Engineering Services for Pct 2 with B2Z Engineering /c-2017-227
2. Selection of Geo Tech and Construction Material Testing for Pct 2 with Terracon/c-2017-228

As a reminder, the bidlog status is now to remain open, until completion of contract process, as advised in previous email (see attached).

Status of pending contracts must done on the buyers open projects page.

Should you have any questions related to this matter, do not hesitate to contact me.

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX. 78541
956-292-7000 x-4852

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Thursday, August 3, 2017 10:30:00 AM
Subject: Request for Bid No.

Darlene:

Can you please provide bid no. to the following:

1. Selection of a Professional Engineering Services for Pct 2 with B2Z Engineering
2. Selection of Geo Tech and Construction Material Testing for Pct 2 with Terracon.

In addition, I have attached the agenda caption that was approved in Com Court.

Thank you.

---

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YouTube.png
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Contract (C-17-194-08-08).pdf
2 MB

On Call Geo Contract.pdf
133 KB

1295.pdf
665 KB

Work Auth #1 B2Z.pdf
330 KB

1295.pdf
352 KB

Zimbra **erika.zamora@co.hidalgo.tx.us**

RE: Exhibits

From : Steve Crain <scrain@atlashall.com> Fri, Aug 04, 2017 03:39 PM
Subject : RE: Exhibits 5 attachments
To : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

The agreement is OK.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Friday, August 04, 2017 3:36 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Exhibits

Erika Zamora
Director of Management Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

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HIDALGO COUNTY
Professional Engineering Services
Contract # C-17-194-08-08
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **B2Z ENGINEERING, LLC**, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide design and construction management services for the "**Las Milpas Park Youth Facility Project"** for Hidalgo County Precinct No. 2.

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 Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$45,578.64.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" Fee Schedule*.**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 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.

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. 2, Commissioner Eduardo Cantu as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
B2Z ENGINEERING

_____
By: Nicholus Muñoz
Vice President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

EXHIBIT "A"
SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the **Owner** in the development of the "**Pct 2 Las Milpas Park Youth Facility"** for **Hidalgo County Precinct No. 2** hereinafter denoted as the **Project**.

GENERAL:

The **Owner** will provide to the **Engineer** the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Articles 5 and 6 of the Agreement.

3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the **Engineer** cannot easily obtain.

4) Provide any available relevant data the **Owner** may have on file concerning the **Project**.

5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed upon work schedule prepared in accordance with Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

SECTION 1 SCOPE OF ENGINEER'S BASIC SERVICES

1.1 The Engineer's Basic Services consist of those described in Section 1 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Section 1 are Additional Services.

1.1.1 The Engineer shall manage the Engineer's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

1.1.2 The Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Engineer shall provide prompt written notice to the Owner if the Engineer becomes aware of any error, omission or inconsistency in such services or information.

1.1.3 As soon as practicable after the date of this Agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services.

1.1.4 The Engineer shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Engineer shall take all reasonable steps necessary to comply with the terms and conditions set forth in this Agreement.

1.1.5 The Engineer shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Engineer shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

1.1.6 The Engineer shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.1.7 In addition to the responsibilities and basic services indentified in this Section, the following services shall be the responsibility of the Engineer:

- Programming (in coordination with Owner);
- On-Site Project Representation;
- Record Drawings Review (in coordination with Contractor);
- Structural Design and MEP Design

1.2 DESIGN DEVELOPMENT SERVICES

1.2.1 Based on the Owner's approval of any project preliminary Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

1.2.2 The Engineer shall develop an estimate of the Cost of the Work.

1.2.3 The Engineer shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

1.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

1.3.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Engineer acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Engineer shall review in accordance with Section 1.6.4.

1.3.2 The Engineer shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.3.3 During the development of the Construction Documents, the Engineer shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Engineer shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

1.3.4 The Engineer shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

1.3.5 The Engineer shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

1.4 BIDDING OR NEGOTIATION PHASE SERVICES

1.4.1 GENERAL

Following the Owner's approval of the Construction Documents, the Engineer shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

1.4.2 COMPETITIVE BIDDING

1.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

1.4.2.2 The Engineer shall assist the Owner in bidding the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;
4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
5. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

1.4.2.3 The Engineer shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

1.4.3 NEGOTIATED PROPOSALS (CONSTRUCTION MANAGER AT-RISK)

1.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

1.4.3.2 The Engineer shall assist the Owner in obtaining proposals by;

1. procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors; and
3. If requested by the Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

1.4.3.3 The Engineer shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

1.5 CONSTRUCTION PHASE SERVICES

1.5.1 GENERAL

1.5.1.1 The Engineer shall provide administration of the Contract between the Owner and the Contractor as set forth below.

1.5.1.2 The Engineer shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Engineer may furnish engineering services and consultations necessary to correct minor construction defects encountered during such correction period. The Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

1.5.1.3 The Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the Contract for Construction.

1.5.2 EVALUATIONS OF THE WORK

1.5.2.1 The Engineer, as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Engineer shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

1.5.2.1.1 The Engineer will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and the Contractor of any observed deficiencies. Furthermore, job site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Engineer. Said meetings will begin at the time of Construction commencement and shall cease after substantial

completion of the Work.

1.5.2.2 The Engineer has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Engineer shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

1.5.2.3 The Engineer shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contactor. The Engineer's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

1.5.2.4 Interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer shall endeavor to secure faithful performance by both Owner and Contractor. The Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

1.5.2.5 The Engineer shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

1.5.2.6 The Engineer and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

1.5.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

1.5.3.1 The Engineer shall review and certify the amounts due to the Contractor and shall advise the Owner of payment requests. The Engineer's certification for payment shall constitute a representation to the Owner, based on the Engineer's evaluation of the Work as provided in Section 1.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contact Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Engineer.

1.5.3.2 The Engineer shall maintain a record of the Contractor’s Applications for Payment.

1.5.4 SUBMITTALS

1.5.4.1 The Engineer shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Engineer's action shall be taken with such reasonable promptness as to cause minimal to no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review.

1.5.4.2 In accordance with the Engineer-approved submittal schedule, the Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract

Documents. The Engineer's action shall be taken with such reasonable promptness as to cause minimal to no delay in the Work or in the activities of the Owner, Contactor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Engineer shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Engineer. The Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

1.5.4.4 The Engineer shall review and respond to requests for information about the Contract Documents. The Engineer shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Engineer shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

1.5.4.5 The Engineer shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

1.5.5 CHANGES IN THE WORK

1.5.5.1 The Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Engineer may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents, with Owner’s approval. If necessary, the Engineer shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified.

1.5.5.2 The Engineer shall maintain records relative to changes in the Work,

1.5.5.3 The Engineer shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Engineer to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Engineer determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Engineer may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

1.5.5.4 If the Engineer determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Engineer shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Engineer shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Engineer. With the Owner's approval, the Engineer shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

1.5.6 PROJECT COMPLETION

1.5.6.1 The Engineer shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment (advise to Owner) based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

1.5.6.2 The Engineer's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

1.5.6.3 When the Work is found to be substantially complete, the Engineer shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

1.5.6.4 The Engineer shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

EXHIBIT C
ESTIMATED PROJECT SCHEDULE
Las Miplas Park Youth Facility

TASK AND DESCRIPTION	FIRM	2018																
		AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Las Milpas Park Youth Facility																		
Pre-Design Phase																		
Complete Pre - Design Phase Tasks (Coord Geotech, Conceptual,)	B2Z																	
Design Phase																		
Complete Design Tasks (Coord Struc. & MEP)	B2Z/BSG																	
Construction Phase (Bid, Manage, Insp.)																		
Construction Bidding Phase (Project Letting, CMAR)	B2Z																	
Construction Manage/Inspect (TBD ~ Estimated 8 Months)	B2Z																	

WORK AUTHORIZATION PENDING

EXHIBIT D
FEE PROPOSAL

Las Milpas Park Youth Facility

Hidalgo County Precinct 2

Work Authorization No. 1

		Hidalgo County Precinct #2 ***Las Milpas Park Youth Facility***	MANHOURS					
			Senior Project Manager	Construction Engineer/PMP	Construction Inspector	Admin/ Clerical	Total Hours	Total Line Item Cost
		TASKS						
	1	Coordination and Management of SUB for Completion of Arch, Struc. & MEP Plans (Review)	8	40			48	$8,533.84
	2	SUB: Solorio Engineering - Structural Engineer	(see attached fee proposal)					$5,500.00
	3	SUB: Trinity Engineering - MEP Engineer	(see attached fee proposal)					$7,500.00
	4	Construction Management (Bidding Assistance, Contract Admin, etc.)	20	40	4	20	84	$12,663.92
	5	Meetings and Coordination on Project Development Activities w/ Stakeholders	8	40	8		56	$9,230.48
		Subtotal Labor Hours	**36**	**120**	**12**	**20**	**188**	
Labor Hours			**36**	**120**	**12**	**20**	**188**	
Hourly Base Rates			$ 80.00	$ 52.00	$ 28.00	$ 20.00		
Contract Rate FY2017			$ 211.48	$ 171.05	$ 87.08	$ 62.20		
Total Costs			**$ 7,613.28**	**$ 20,526.00**	**$ 1,044.96**	**$ 1,244.00**	**$ 30,428.24**	**$43,428.24**

Direct Expenses Mileage: $0.56/mile $ 2,150.40

Total Direct Expenses ***$ 2,150.40***

B2Z Engineering Total Cost **$45,578.64**

AI-60917 **Purchasing Department** **25. C. 4.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Dagoberto Rios, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

The Honorable Eddie Cantu, Commissioner PCT #2 requests approval to accept a 16' Trailmaster Utility Trailer from the Department of Public Safety awarded in accordance with Chapter 47.01(a), Subsection (b) 1 of the Code of Criminal Procedure by JP Pct. #2, Place 1 so as to have said asset added to the Department's Inventory with supporting documentation attached.

BACKGROUND

Hidalgo County Asst. D.A., Hon. Victor Garza, Civil Section reviewed and approved the use of the process and statute utilized by JP.

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact, item is requesting the acquisition of the trailer. Documentation indicates a value of $2,500.00.

Attachments

Utility Trailer

Chapter 47

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/01/2017 04:15 PM
Budget & Management	Veronica Ortiz	08/01/2017 04:16 PM
Merlen P. Munoz	Merlen P. Munoz	08/04/2017 11:31 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Dagoberto Rios Started On: 07/28/2017 08:43 AM
Final Approval Date: 08/04/2017

DOCKET NO. AD17-1381-J21

STATE OF TEXAS
v.
Black 16' Trailmaster Trailer

COURT Justice of the Peace Bobby Contreras, Prec. 2, P-1

Hidalgo COUNTY, TEXAS

INVENTORY OF PROPERTY FOR DISPOSITION UNDER CHAPTER 47, CODE OF CRIMINAL PROCEDURE

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now, Trooper Clint Walker a peace officer of the Texas Department of Public Safety, and shows this Court that in this county on this day each of the following numbered items of property was taken into possession by this officer under the authority of (Chapter 47 of the Code of Criminal Procedure) (the Certificate of Title Act, Transportation Code, Chapter 501.158.):

	Description	VIN. (if known)	Est. Value	Towing	Cost/day	Starting
1.	16' Tarilmaster		$5,500	0	0	6/17/2017
2.						
3.						

This property was seized based on (reliable and credible information) (personal knowledge) that on or about the 17 day of June , 20 17 it (was stolen from) (was acquired by in a manner that made the acquisition a criminal offense) (had a removed, altered, or obliterated number in violation of the Certificate of Title Act, Transportation Code, Chapter 501.158.)

Wherefore, the State prays that the property be ordered held (by this officer) (by Trooper Clint Walker) pending a property disposition hearing to be held in this Court under Chapter 47. A list of each person or company known to this officer as being a reasonably likely party to have an interest in an item is listed on the back.

Signed this the 20 day of July , 20 17 .

Jose Mendoza 11735/1083/CID
Peace Officer (signature)

Texas Dept of Public Safety - 956-565-7600
Agency (and telephone number)

2017I-CID3-50014309
File (or offense) Number

ORDERS

Having heard the foregoing, IT IS ORDERED that this property be held by Trooper Clint Walker Texas Dept of Public Safety pending a determination of its rightful owner or petition by any interested person requesting a hearing concerning its rightful possession.

Judge Bobby Contreras
Magistrate

Texas Justice Court Hidalgo County
Court

Having further heard evidence on the matter, IT IS ORDERED that the rightful owner or possessor of this property (is County Commission Precinct 2 - Pct and the Court orders that the property be delivered to that party) (is unknown and the Court orders that the property be awarded to the Texas Department of Public Safety) (is further ordered that the Texas Department of Transportation shall issue title to the vehicle in the name of County Commission Pct 2 of Hidalgo County).

Judge Bobby Contreras
Magistrate

Texas Justice Court
Court

HO-106 (Rev. 12/2013)

Dps weslaco
headquarters

956 376-0989
Jose mendoza

DOCKET NO.
STATE OF TEXAS
v.

16' Black Trailmaster Trailer

WITNESSES:

Trooper Clint Walker 1440 E. Kingsbury Seguin TX 78155

DPS SA Jose Mendoza, 2525 N. International BLVD Weslaco, TX

DPS SA Juan Rios 350 W. Interstate 30 Garland, TX 75043

POTENTIALLY INTERESTED PARTIES:

Marco Ramon Mireles 1810 Rodriguez St. Penitas TX 78576 956-998-1828

671 042J

CODE OF CRIMINAL PROCEDURE

TITLE 1. CODE OF CRIMINAL PROCEDURE

CHAPTER 47. DISPOSITION OF STOLEN PROPERTY

Art. 47.01. SUBJECT TO ORDER OF COURT. (a) Except as provided by Subsection (b), an officer who comes into custody of property alleged to have been stolen shall hold it subject to the order of the proper court only if the ownership of the property is contested or disputed.

(b) An officer who comes into custody of property governed by Chapter 371, Finance Code, that is alleged to have been stolen shall hold the property subject to the order of the proper court regardless of whether the ownership of the property is contested or disputed.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722.

Amended by Acts 1993, 73rd Leg., ch. 860, Sec. 1, eff. Aug. 30, 1993; Acts 1999, 76th Leg., ch. 62, Sec. 3.07, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 752, Sec. 1, eff. Sept. 1, 2001.

Art. 47.01a. RESTORATION WHEN NO TRIAL IS PENDING. (a) If a criminal action relating to allegedly stolen property is not pending, a district judge, county court judge, statutory county court judge, or justice of the peace having jurisdiction as a magistrate in the county in which the property is held or a municipal judge having jurisdiction as a magistrate in the municipality in which the property is being held may hold a hearing to determine the right to possession of the property, upon the petition of an interested person, a county, a city, or the state. Jurisdiction under this section is based solely on jurisdiction as a criminal magistrate under this code and not jurisdiction as a civil court. The court shall:

(1) order the property delivered to whoever has the superior right to possession, without conditions; or

(2) on the filing of a written motion before trial by an attorney representing the state, order the property delivered to whoever has the superior right to possession, subject to the

condition that the property be made available to the prosecuting authority should it be needed in future prosecutions; or

(3) order the property awarded to the custody of the peace officer, pending resolution of criminal investigations regarding the property.

(b) If it is shown in a hearing that probable cause exists to believe that the property was acquired by theft or by another manner that makes its acquisition an offense and that the identity of the actual owner of the property cannot be determined, the court shall order the peace officer to:

(1) deliver the property to a government agency for official purposes;

(2) deliver the property to a person authorized by Article 18.17 of this code to receive and dispose of the property; or

(3) destroy the property.

(c) At a hearing under Subsection (a) of this article, any interested person may present evidence showing that the property was not acquired by theft or another offense or that the person is entitled to possess the property. At the hearing, hearsay evidence is admissible.

(d) Venue for a hearing under this article is in any justice, county, statutory county, or district court in the county in which the property is seized or in any municipal court in any municipality in which the property is seized, except that the court may transfer venue to a court in another county on the motion of any interested party.

Added by Acts 1977, 65th Leg., p. 2034, ch. 813, Sec. 1, eff. Aug. 29, 1977.

Amended by Acts 1987, 70th Leg., ch. 548, Sec. 1, eff. Aug. 31, 1987; Acts 1993, 73rd Leg., ch. 860, Sec. 1, eff. Aug. 30, 1993; Subsec. (a) amended by Acts 1995, 74th Leg., ch. 184, Sec. 3, eff. May 23, 1995.

Art. 47.02. RESTORED ON TRIAL. (a) On the trial of any criminal action for theft or any other offense involving the illegal acquisition of property, the court trying the case shall order the property to be restored to the person appearing by the proof to be the owner of the property.

(b) On written consent of the prosecuting attorney, any magistrate having jurisdiction in the county in which a criminal action for theft or any other offense involving the illegal acquisition of property is pending may hold a hearing to determine the right to possession of the property. If it is proved to the satisfaction of the magistrate that any person is a true owner of the property alleged to have been stolen, and the property is under the control of a peace officer, the magistrate may, by written order, direct the property to be restored to that person.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722.

Amended by Acts 1997, 75th Leg., ch. 1415, Sec. 1, eff. Sept. 1, 1997.
Amended by:
Acts 2009, 81st Leg., R.S., Ch. 613 (H.B. 796), Sec. 2, eff. September 1, 2009.

Art. 47.03. SCHEDULE. When an officer seizes property alleged to have been stolen, he shall immediately file a schedule of the same, and its value, with the court having jurisdiction of the case, certifying that the property has been seized by him, and the reason therefor. The officer shall notify the court of the names and addresses of each party known to the officer who has a claim to possession of the seized property.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722.

Amended by Acts 1993, 73rd Leg., ch. 860, Sec. 1, eff. Aug. 30, 1993.

Art. 47.04. RESTORED TO OWNER. Upon an examining trial, if it is proven to the satisfaction of the court that any person is the true owner of property alleged to have been stolen, and which is in possession of a peace officer, the court may upon motion by the state, by written order direct the property to be restored to such owner subject to the conditions that such property shall be made available to the state or by order of any court having jurisdiction over the offense to be used for evidentiary purposes.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722.

Amended by Acts 1993, 73rd Leg., ch. 860, Sec. 1, eff. Aug. 30, 1993.

Art. 47.05. BOND REQUIRED. If the court has any doubt as to the ownership of the property, the court may require a bond of the claimant for its re-delivery in case it should thereafter be shown not to belong to such claimant; or the court may, in its discretion, direct the property to be retained by the sheriff until further orders as to its possession. Such bond shall be in a sum equal to the value of the property, with sufficient security, payable to and approved by the county judge of the county in which the property is in custody. Such bond shall be filed in the office of the county clerk of such county, and in case of a breach thereof may be sued upon in such county by any claimant of the property; or by the county treasurer of such county.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722.

Amended by Acts 1993, 73rd Leg., ch. 860, Sec. 1, eff. Aug. 30, 1993.

Art. 47.06. PROPERTY SOLD. If the property is not claimed within 30 days from the conviction of the person accused of illegally acquiring it, the same procedure for its disposition as set out in Article 18.17 of this Code shall be followed.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722.

Amended by Acts 1987, 70th Leg., ch. 66, Sec. 2, eff. May 6, 1987.

Art. 47.07. OWNER MAY RECOVER. The real owner of the property sold under the provisions of Article 47.06 may recover such property under the same terms as prescribed in Subsection (e) of Article 18.17 of this Code.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722.

Amended by Acts 1987, 70th Leg., ch. 66, Sec. 2, eff. May 6, 1987.

Art. 47.08. WRITTEN INSTRUMENT. If the property is a written instrument, it shall be deposited with the county clerk of the county where the proceedings are had, subject to the claim of any person who may establish his right thereto. The claimant of any such written instrument shall file his written sworn claim thereto with the county judge. If such judge be satisfied that such claimant is the real owner of the written instrument, the same shall be delivered to him. The county judge may, in his discretion, require a bond of such claimant, as in other cases of property claimed under any provision of this Chapter, and may also before such delivery require the written instrument to be recorded in the minutes of his court.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722.

Art. 47.09. CLAIMANT TO PAY CHARGES. The claimant of the property, before he shall be entitled to have the same delivered to him, shall pay all reasonable charges for the safekeeping of the same while in the custody of the law, which charges shall be verified by the affidavit of the officer claiming the same, and determined by the court having jurisdiction thereof. If said charges are not paid, the property shall be sold as under execution; and the proceeds of sale, after the payment of said charges and costs of sale, paid to the owner of such property.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722.

Amended by Acts 1993, 73rd Leg., ch. 860, Sec. 1, eff. Aug. 30, 1993.

Art. 47.10. CHARGES OF OFFICER. When property is sold, and the proceeds of sale are ready to be paid into the county treasury, the amount of expenses for keeping the same and the costs of sale shall be determined by the county judge. The account thereof shall be in writing and verified by the officer claiming the same, with the approval of the county judge thereto for the amount allowed and shall be filed in the office of the county treasurer at the time of paying into his hands the balance of the proceeds of such sale.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722.

Art. 47.11. SCOPE OF CHAPTER. Each provision of this Chapter relating to stolen property applies as well to property acquired in any manner which makes the acquisition a penal offense.

Acts 1965, 59th Leg., vol. 2, p. 317, ch. 722.

Art. 47.12. APPEAL. (a) Appeals from a hearing in a district court, county court, or statutory county court under Article 47.01a of this code shall be heard by a court of appeals. The appeal is governed by the applicable rules of procedure for appeals of civil cases to a court of appeals.

(b) Appeals from a hearing in a municipal court or justice court under Article 47.01a of this code shall be heard by a county court or statutory county court. The appeal is governed by the applicable rules of procedure for appeals for civil cases in justice courts to a county court or statutory county court.

(c) Only an interested person who appears at a hearing under this article may appeal, and such person must give an oral notice of appeal at the conclusion of the hearing and must post an appeal bond by the end of the next business day, exclusive of Saturdays, Sundays, and legal holidays.

(d) The court may require an appeal bond, in an amount determined appropriate by the court, but not to exceed twice the value of the property. The bond shall be made payable to the party who was awarded possession at the hearing, with sufficient sureties approved by the court, and conditioned that appellant will prosecute his appeal to conclusion.

Added by Acts 1993, 73rd Leg., ch. 860, Sec. 2, eff. Aug. 30, 1993.

AI-61013 **Purchasing Department** **25. D. 1.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Approve an order exempting competitive procurement requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services for "ON CALL" Precinct No. 3 Projects;

	R.O.W. SURVEYING SERVICES	QUINTANILLA, HEADLEY & ASSOC.	SAMES, INC.
EVALUATOR NO. 1	98	96	89

c. Authority for the Purchasing Department to negotiate a professional surveying services agreement commencing with the No. 1 ranked firm of _____ for professional surveying services for "ON CALL" Precinct No. 3 Projects.

BACKGROUND

Grader was Dr. M. Parras, PhD.

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Precinct would need to identify funding when/if individual Work Authorizations are approved.

Attachments

SCORING GRID

CIS

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/04/2017 10:29 AM
Budget & Management	Veronica Ortiz	08/04/2017 10:57 AM
Ivan Cantu	Ivan Cantu	08/04/2017 01:30 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Rocio Villarreal Started On: 08/03/2017 03:37 PM

Final Approval Date: 08/04/2017

HIDALGO COUNTY PRECINCT NO 3

FOR

Surveying Services
Scoring & Evaluation
GRID

Total Scores	**R.O.W. Surveying Services**	**Quintanilla, Headley & Associates**	**SAMES, Inc.**
Evaluator# 1	98	96	89
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 3

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

Mr. Monw R. Parras

2 **Office Held**

Chief Administrator - Pct. 3

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

R. O.W. Surveying Services

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

None

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

None

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

Dr. Monna R. Parras

2 **Office Held**

Chief Administrator, Pct. 3

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

Quintanilla, Headley & Associates

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

None

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

"None"

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABCVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

Lt. Mark R. Parker

2 **Office Held**

Chief Adm., Pct. 3

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

SAMES, INC.

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

None

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

None

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-60772 **Purchasing Department** **25. D. 2.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase (1) BOMAG BW-151AD-5 Tandem Vibratory Roller thru our membership/participation with BuyBoard contract #515-16 in the amount of $132,496.00 for Commissioner Pct. 3 through requisition #347208.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1303-431-00-123-122-X-751

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

BUDGETARY IMPACT:

Req #347208 for Anderson Machinery San Antonio, Inc; funds available as of 8-4-17.

Attachments

Request Form
Contract
List Price
Requisition 347208
HB1295

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/28/2017 10:18 AM
Budget & Management	Veronica Ortiz	07/28/2017 10:44 AM
Ivan Cantu	Ivan Cantu	08/04/2017 08:56 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Tanya Delira		Started On: 07/19/2017 01:50 PM
Final Approval Date: 08/04/2017		

Hidalgo County Purchasing Department
Purchasing Request Form
Assigned to PO division 05/23/17

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or @co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: April 14, 2017	
Department: Precinct #3	
Name of Approving Elected Official/Department Head/Supervisor: Joe M. Flores, Commissioner	
Delivery Location: Pct. #3 Rd. & Bridge Dept. 8310 W. Mile 7 Rd. Mission,Texas	
Point of Contact: Saul Ramirez/Norma Ceballos	Contact Phone Number: (956)585-4509 Contact Fax Number: (956)205-7009
Contact E-Mail Norma.ceballos@co.hidalgo.tx.us	
Budget Account Number: Pending Transfer from Precinct 3 CO2016	
Signature of Approving Elected Official/Department Head/Supervisor:	
Estimated Date Goods/Services are required: ASAP	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required. Assigned as follows;

1-Dynapac Pneumatic Tyre Roller CP1200 -Betsy
1-Bomag Tandem Vibratory Roller - BW151AD-4 -Betsy
1-5E Utility Tractor Model 5075E -William
2-John Deere Graders G/GP-Series 670GP -Hector
3- Frameless Bathtub End Dumps Trailer Model HL3224 -Hector
1-FP5 Flameless Pothole Patcher -Betsy
1-Freightliner M2-106 Truck -William
2- Peterbilt Dump Trucks Mode 348 -Betsy
1-Lowboy Trailer 50 35 GSL/PT -William

Spec brochures provided for most equipment by Precinct No. 3

FOR PURCHASING DEPARTMENT OFFICE USE: To be completed by the Purchasing Department

Procurement Manager Notes:	Assigned to various Purchase Order Specialist upon conferring with Dina & Elena
Assigned to Buyer:	Betsy Roque-William Lovelace & Hector Garcia
Date Assigned:	May 22, 2017
Project Type:	Cooperative Purchases (pending upon research)
Project Number:	None
Notified Department on:	via email on 05/23/2017 to Norma Ceballos at norma.ceballos@co.hidalgo.tx.us
Special Instructions by Procurement Manager:	

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Anderson Machinery San Antonio
Address:	PO Box 200380 San Antonio, TX 78220
Phone Number:	(210) 661-2366
Email:	josh@amcotx.com
Website:	http://www.andersonmachinertexas.com
Federal ID:	74-1848175
Contact:	Joshua Smith
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	Yes
Contract Name:	Construction, Road/Bridge, Ditching, Trenching, Utility and Other Equipment
Contract Description:	Air compressors; articulated trucks; conveyors; generators; construction, asphalt, street, tr care, & trenching equipment; trommel screen/compost; compactors/rollers; street sweepe waste handling; paint striping; forklifts; service/repair
Contract#:	515-16
Effective Date:	12/01/2016
Expiration Date:	11/30/2019
Payment Terms:	Net 30 days
Delivery Days:	180
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is included i Vendor response document, and can be found in the Vendor Proposal File link near the bottom of the page.
Quote Reference Number:	515-16
Return Policy:	No returns after item is ordered

Contract Documents

EDGAR Notice:	Click to view EDGAR Notice
Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice
Proposal Files:	Click to view Vendor Proposal Files Documents

Phone: 800-695-2919
Fax: 800-211-5454
Email:
info@buyboard.com

Search Results

Searches:

Search by Vendor

Browse Contracts

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Anderson Machinery San Antonio[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Resources

Show 25 results Narrow Results: bomag

Vendor	Description	Pric
Anderson Machinery San Antonio	20% Discount Off Bomag pricelist for Waste Handling Wheel Loaders and Landfill Compactors, Accessories and Attachments. Line Item 42. **Texas Regions 1,2,3 only**	Pri
Anderson Machinery San Antonio	20% Discount Off Bomag pricelist for Soil Stabilizing Equipment, Accessories and Attachments. Line Item 32. **Texas Regions 1,2,3,9,13,14,15,16,17,18,19,20 only.**	Pri
Anderson Machinery San Antonio	20% Discount Off Bomag pricelist for Cold Planers, Accessories and Attachments. Line Item 10. **Texas Regions 1,2,3,9,13,14,15,16,17,18,19,20 only.**	Pri
Anderson Machinery San Antonio	20% Discount Off Bomag pricelist for Vibratory Soil Compactors and Rollers, Accessories and Attachments. Line Item 41. **Texas Regions 1,2,3,9,13,14,15,16,17,18,19,20 only.**	Pri
Anderson Machinery San Antonio	20% Discount Off Bomag pricelist for Trench Compactors, Accessories and Attachments. Line Item 74. **Texas Regions 1,2,3,9,13,14,15,16,17,18,19,20 only.**	Pri
Anderson Machinery San Antonio	20% Discount Off Bomag pricelist for Road Reclaiming Equipment, Accessories and Attachments. Line Item 29. **Texas Regions 1,2,3,9,13,14,15,16,17,18,19,20 only.**	Pri
Anderson Machinery San Antonio	20% Discount Off Bomag pricelist for Pneumatic Compactors and Rollers, Accessories and Attachments. Line Item 26. **Texas Regions 1,2,3,9,13,14,15,16,17,18,19,20 only.**	Pri
Anderson Machinery San Antonio	20% Discount Off Bomag pricelist for Paving Breakers and Milling Machines, Accessories and Attachments. Line Item 24. **Texas Regions 1,2,3,9,13,14,15,16,17,18,19,20 only.**	Pri
Anderson Machinery San Antonio	20% Discount Off Bomag pricelist for Landfill/Recycling Equipment, Accessories and Attachments. Line Item 86	Pri
Anderson Machinery San Antonio	20% Discount Off Bomag pricelist for Asphalt Compactors Accessories and Attachments. Line Item 3. **Texas Regions 1,2,3,9,13,14,15,16,17,18,19,20 only.**	Pri
Anderson Machinery San Antonio	20% Discount Off Bomag pricelist for Asphalt Pavers, Accessories and Attachments. Line Item 7. **Texas Regions 1,2,3,9,13,14,15,16,17,18,19,20 only.**	Pri

Showing 1 to 11 of 11 entries (filtered from 52 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

PRICE LIST
COMPACTION EQUIPMENT

Date:

Customer:
Address:
City:
State:
Zip Code:
Phone:
Fax:

P.O No.
Terms:
Shipping:

Comments:

Machine	Option	Description	Mat.No.	List Price		Ext. List Price
Basic Machine		BW 151 AD-5 *Emission stage: Stage IIIb / TIER4f*	921 000 01	150,660	●	150,660
Factory Kit	**Option**	**Description**	**Mat.No.**	**List Price**		**Ext. List Price**
Operator platform	S18	Cabin with air cond.	921 003 42	21,255	O	-
	S1	Cabin with heating	921 003 41	18,400	O	-
	S5	ROPS-FOPS *replaces S1*	921 003 40	5,695	O	-
	FS4	Outside mirror	921 002 84	395	O	-
Operator platform accessories	E21	Radio *E59 included*	921 005 90	395	O	-
	FS34	90° Swivel seat unit *only with S53*	921 008 81	standard	●	-
	S53	ROPS,90° Swivel seat unit *only with FS34*	921 003 67	standard	●	-
Display	AZ14	Temperature gauge *measures asphalt surface temperature*	921 008 51	standard	●	-
Assistance system	VM20	Economizer	921 007 34	standard	●	-
Lighting	E71	Edge illumination, front	921 005 93	565	O	-
Lighting	E72	Edge illumination, rear	921 005 94	565	O	-
Basic machine	RA1	Joint with crabwalk Deduct ($5045) if not selected	921 001 60	standard	●	-
Compaction accessories	E73	additional electr. module *mandatory with AG6; AG5; AG19; AG38*	921 008 35	1,075	O	-
	AG6	Edge cutter *w/o tools. RA1 & E73 mandatory*	921 001 90	4,820	O	-
	AG19	Precision chip spreader	921 004 71	16,990	O	-
	AG38	Movable prec.Chipspreader *either side 20 cm*	921 004 76	18,625	O	-
	AG5	C.kit gravel scratter	921 004 70	5,370	O	-
Drum	F11	Frequency 70Hz *no CE-conformity*	921 005 30	standard	●	-
Safety standards	E60	Broad spectrum buzzer	921 005 92	330	O	-
	FS27	Electr.burglary protect. *type Digicode*	921 002 80	2,190	O	-
Assistance system	E66	Bomag Telematic Power *incl. 3 years contract*	921 006 31	1,930	O	-
	FS21	Seat belt	835 010 45	285	O	-
	SL20	Decal,warn.calif.diesel units	835 010 44	80	O	-
Field Installation Kit	**Option**	**Description**	**Mat.No.**	**List Price**		**Ext. List Price**
Display	AZ14	Temperature gauge *measures asphalt surface temperature*	921 012 38	2,175	O	-
Assistance system	E66	Bomag Telematic Power *incl. 3 years contract*	921 012 52	2,110	O	-
	VM20	Economizer	921 012 51	2,905	O	-
Lighting	E71	Edge illumination, front	921 011 27	530	O	-
Lighting	E72	Edge illumination, rear	921 011 28	530	O	-
Safety standards	E31	Flashing beacon, magnet *for sun roof (S3) and ROPS (S5)*	580 028 17	265	O	-

		$150,660
Less Discount 1		
		$150,660
Less Discount 2	0%	$0
		$150,660
Less Discount 3		$0
Dealer Net		**$150,660**

Requisition

Req # 00347208

PO #

Date: 07/27/17

Bill To: x
x

Vendor : 455580

ANDERSON MACHINERY SAN ANTONIO, INC.
9415 N.E. LOOP 410
SAN ANTONIO TX 78219
FAX (210)661-4971

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact:

956-585-4509

Contract No: **BuyBoard #515-16**

Special Instructions:
Req #1027

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		1- New 2017 Bomag BW-151-AD-5- Tandem Vibratory Roller DISCOUNT: 29832	149,160.00	119,328.00
1.00		Cab w/ AC & Heater DISCOUNT: 2309	11,545.00	9,236.00
1.00		Safety Mirrors DISCOUNT: 92	460.00	368.00
1.00		Beacon DISCOUNT: 43	215.00	172.00
1.00		Front Lights DISCOUNT: 74	370.00	296.00
1.00		Rear Lights DISCOUNT: 74	370.00	296.00
1.00		Mat tempurature gauge, High Frequency package, Crab walk package, Swivel seat, Economizer package - STD	.00	.00
1.00		FOB- Dealership	2,800.00	2,800.00
		Account No	Encumbrance	
		7-1303-431-00-123-122-0-751	57,258.37	
		7-1303-431-00-123-122-1-751	75,237.63	
			Freight	.00
			Total	132,496.00

Authorized By: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-242217

Date Filed:
07/27/2017

Date Acknowledged:
07/27/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Anderson Machinery Company
San Antonio , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County, Pct. #3

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

AI-60772 PCT. 3
Heavy Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-242217

Date Filed:
07/27/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Anderson Machinery Company
San Antonio , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County, Pct. #3

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
AI-60772 PCT. 3
Heavy Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

PRYOR SMITH
Notary ID # 3061947
My Commission Expires
December 18, 2020

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the 27 day of July, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-60888 **Purchasing Department** **25. D. 3.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of proposal received and authority to purchase for the Hidalgo County Precinct No. 3 from John Deere (Deere & Company) - authorized dealer Neuhaus & Company, Ltd. awarded vendor [thru our membership/participation with Buy Board contract #529-17], for the following:

A. One [1] John Deere 5075E Utility Tractor at $40,997.45;
B. One [1] John Deere H240 Loader at $5,796.78;
C. One [1] John Deere MX7 Lift-Type Rotary Cutter-540 RPM PTO at $4,052.54;

through the processing of submitted Requisition #346600 through Purchase Order protocol for a total amount of $50,846.77.

BACKGROUND

Please reference Pct 3 - Requisition # 346600

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1303-431-00-123-122-0-751

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

BUDGETARY IMPACT:

Funds available as of 8/1/17

Attachments

Requisition
Quote & web price verification
Vendor COOP information
HB 1295 Signed, Notarized & Acknowledged
SAM'S.gov John Deere Co.
SAM'S.gov Neuhaus & Co.

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/28/2017 10:40 AM

Budget & Management	Veronica Ortiz	07/28/2017 10:45 AM
Merlen P. Munoz	Merlen P. Munoz	08/01/2017 09:27 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Matilde Faz Started On: 07/26/2017 04:04 PM

Final Approval Date: 08/04/2017

Requisition

Req # 00346600

PO #

Date: 07/18/17

Bill To: x
x

Regular
60888
8/8/17

Vendor : 3166
NEUHAUS & COMPANY
P.O. BOX 386
WESLACO TX 78596

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact:
956-585-4509

Contract No:

Special Instructions:
Req #1026

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		Asset #73706 John Deere 5075E Utility Tractor	40,997.45	40,997.45
1.00		John Deere H240 Loader	5,796.78	5,796.78
1.00		John Deere MX7 Lift-Type Rotary	4,052.54	4,052.54
		Account No	Encumbrance	
		7-1303-431-00-123-122-0-751	50,846.77	
			Freight	.00
			Total	50,846.77

Authorized By: _____

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd.
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
kirk@neuhausco.com

Quote Summary

Prepared For:
Hidalgo Co.
TX

Delivering Dealer:
Neuhaus & Company, Ltd.
R.d. Machen
2000 E Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rdm@neuhausco.com

Quote ID: 15462335
Created On: 01 June 2017
Last Modified On: 28 June 2017
Expiration Date: 31 July 2017

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 5075E Utility Tractor	$ 46,940.60	$ 40,997.45	X	1	=	$ 40,997.45
Contract: TX BuyBoard Grounds Mtnc Equipment, Irrigation Parts, Supplies & Installation 529-17 (PG 67) **Price Effective Date:** June 1, 2017						
JOHN DEERE H240 Loader	$ 7,326.00	$ 5,796.78	X	1	=	$ 5,796.78
Contract: TX BuyBoard Grounds Mtnc Equipment, Irrigation Parts, Supplies & Installation 529-17 (PG 67) **Price Effective Date:** June 1, 2017						
JOHN DEERE MX7 Lift-Type Rotary Cutter - 540 RPM PTO	$ 5,118.00	$ 4,052.54	X	1	=	$ 4,052.54
Contract: TX BuyBoard Grounds Mtnc Equipment, Irrigation Parts, Supplies & Installation 529-17 (PG 67) **Price Effective Date:** June 1, 2017						
Equipment Total						**$ 50,846.77**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 50,846.77
Trade In	
SubTotal	**$ 50,846.77**
Total	$ 50,846.77
Down Payment	(0.00)

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Neuhaus & Company, Ltd.
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
kirk@neuhausco.com

Rental Applied	(0.00)
Balance Due	**$ 50,846.77**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

Quote Id: 15462335 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd.
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
kirk@neuhausco.com

JOHN DEERE 5075E Utility Tractor

Contract: TX BuyBoard Grounds Mtnc Equipment, Irrigation Parts, Supplies & Installation 529-17 (PG 67)

Price Effective Date: June 1, 2017

Suggested List *
$ 46,940.60

Selling Price *
$ 40,997.45

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1754LV	5075E Utility Tractor	1	$ 27,203.00	13.00	$ 3,536.39	$ 23,666.61	$ 23,666.61
	Standard Options - Per Unit						
0409	English Operator's Manual and Decal Kit	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1	$ 2,171.00	13.00	$ 282.23	$ 1,888.77	$ 1,888.77
2050	Cab	1	$ 7,525.00	13.00	$ 978.25	$ 6,546.75	$ 6,546.75
3420	Dual Mid Valves with Joystick Control	1	$ 1,168.00	13.00	$ 151.84	$ 1,016.16	$ 1,016.16
4120	Telescopic Draft Links	1	$ 521.00	13.00	$ 67.73	$ 453.27	$ 453.27
5185	16.9-28 In. 6PR R1 Bias	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
6040	Mechanical Front Wheel Drive (MFWD)	1	$ 5,322.00	13.00	$ 691.86	$ 4,630.14	$ 4,630.14
6101	9.5-24 In. 6PR R1 Bias	1	$ 1,052.00	13.00	$ 136.76	$ 915.24	$ 915.24
	Standard Options Total		**$ 17,759.00**		**$ 2,308.67**	**$ 15,450.33**	**$ 15,450.33**
	Dealer Attachments/Non-Contract/Open Market						
BLV10120	Beacon Light Kit	1	$ 237.60	13.00	$ 30.89	$ 206.71	$ 206.71
LVB25817	Backup Alarm Kit	1	$ 162.80	13.00	$ 21.16	$ 141.64	$ 141.64
AL80126	Mirror, Telescopic, LH, Manually Adjustable	1	$ 177.10	13.00	$ 23.02	$ 154.08	$ 154.08
AL80127	Mirror, Telescopic, RH, Manually Adjustable	1	$ 177.10	13.00	$ 23.02	$ 154.08	$ 154.08
001	Non-Contract Cab radio kit	1	$ 499.00	0.00	$ 0.00	$ 499.00	$ 499.00
002	Non-Contract Mid Hydro Valve Kit	1	$ 725.00	0.00	$ 0.00	$ 725.00	$ 725.00
	Dealer Attachments Total		**$ 1,978.60**		**$ 98.10**	**$ 1,880.51**	**$ 1,880.51**
	Suggested Price						**$ 40,997.45**

JOHN DEERE

Selling Equipment

Quote Id: 15462335 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd.
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
kirk@neuhausco.com

JOHN DEERE H240 Loader

Contract: TX BuyBoard Grounds Mtnc Equipment, Irrigation Parts, Supplies & Installation 529-17 (PG 67)

Price Effective Date: June 1, 2017

Suggested List *
$ 7,326.00

Selling Price *
$ 5,796.78

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2411P	H240 Loader	1	$ 6,782.00	22.00	$ 1,492.04	$ 5,289.96	$ 5,289.96
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
0409	English	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
1502	Mounting frame	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
2510	H240 Standard farm loader, non-self-leveling (NSL) - Two-function	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
4535	Two-function hoses and parts with quick-couplers, single-lever control (SLC), and mid-valve installed on tractor	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
5430	Hood guard	1	$ -33.00	22.00	$ -7.26	$ -25.74	$ -25.74
6995	Less ballast box	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
7610	Global carrier	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
8215	1850-mm (73-in.) global heavy-duty bucket	1	$ 202.00	22.00	$ 44.44	$ 157.56	$ 157.56
	Standard Options Total		**$ 169.00**		**$ 37.18**	**$ 131.82**	**$ 131.82**
	Dealer Attachments/Non-Contract/Open Market						
001	Non-Contract Mid frame Mount Bracket	1	$ 375.00	0.00	$ 0.00	$ 375.00	$ 375.00
	Dealer Attachments Total		**$ 375.00**		**$ 0.00**	**$ 375.00**	**$ 375.00**
	Suggested Price						**$ 5,796.78**

JOHN DEERE

Selling Equipment

Quote Id: 15462335 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd.
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
kirk@neuhausco.com

JOHN DEERE MX7 Lift-Type Rotary Cutter - 540 RPM PTO

Contract: TX BuyBoard Grounds Mtnc Equipment, Irrigation Parts, Supplies & Installation 529-17 (PG 67)

Price Effective Date: June 1, 2017

Suggested List *
$ 5,118.00

Selling Price *
$ 4,052.54

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2154P	MX7 Lift-Type Rotary Cutter - 540 RPM PTO	1	$ 4,479.00	22.00	$ 985.38	$ 3,493.62	$ 3,493.62
	Standard Options - Per Unit						
9010	Dual Tailwheel Support, Hub and Wheel	1	$ 364.00	22.00	$ 80.08	$ 283.92	$ 283.92
	Standard Options Total		**$ 364.00**		**$ 80.08**	**$ 283.92**	**$ 283.92**
	Dealer Attachments/Non-Contract/Open Market						
001	Non-Contract 3PT Pin kit	1	$ 275.00	0.00	$ 0.00	$ 275.00	$ 275.00
	Dealer Attachments Total		**$ 275.00**		**$ 0.00**	**$ 275.00**	**$ 275.00**
	Suggested Price						**$ 4,052.54**

JOHN DEERE

Selling Equipment

Quote Id: 15462335 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd.
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
kirk@neuhausco.com

JOHN DEERE 5075E Utility Tractor

Contract: TX BuyBoard Grounds Maintenance Equip, Irrigation Parts, Supplies & Installation (PG 67)
Price Effective Date: June 1, 2017

Suggested List *
$ 46,940.60
Selling Price *
$ 40,997.45

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1754LV	5075E Utility Tractor	1	$ 27,203.00	13.00	$ 3,536.39	$ 23,666.61	$ 23,666.61
	Standard Options - Per Unit						
0409	English Operator's Manual and Decal Kit	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1	$ 2,171.00	13.00	$ 282.23	$ 1,888.77	$ 1,888.77
2050	Cab	1	$ 7,525.00	13.00	$ 978.25	$ 6,546.75	$ 6,546.75
3420	Dual Mid Valves with Joystick Control	1	$ 1,168.00	13.00	$ 151.84	$ 1,016.16	$ 1,016.16
4120	Telescopic Draft Links	1	$ 521.00	13.00	$ 67.73	$ 453.27	$ 453.27
5185	16.9-28 In. 6PR R1 Bias	1	$ 0.00	13.00	$ 0.00	$ 0.00	$ 0.00
6040	Mechanical Front Wheel Drive (MFWD)	1	$ 5,322.00	13.00	$ 691.86	$ 4,630.14	$ 4,630.14
6101	9.5-24 In. 6PR R1 Bias	1	$ 1,052.00	13.00	$ 136.76	$ 915.24	$ 915.24
	Standard Options Total		**$ 17,759.00**		**$ 2,308.67**	**$ 15,450.33**	**$ 15,450.33**
	Dealer Attachments/Non-Contract/Open Market						
BLV10120	Beacon Light Kit	1	$ 237.60	13.00	$ 30.89	$ 206.71	$ 206.71
LVB25817	Backup Alarm Kit	1	$ 162.80	13.00	$ 21.16	$ 141.64	$ 141.64
AL80126	Mirror, Telescopic, LH, Manually Adjustable	1	$ 177.10	13.00	$ 23.02	$ 154.08	$ 154.08
AL80127	Mirror, Telescopic, RH, Manually Adjustable	1	$ 177.10	13.00	$ 23.02	$ 154.08	$ 154.08
001	Non-Contract Cab radio kit	1	$ 499.00	0.00	$ 0.00	$ 499.00	$ 499.00
002	Non-Contract Mid Hydro Valve Kit	1	$ 725.00	0.00	$ 0.00	$ 725.00	$ 725.00
	Dealer Attachments Total		**$ 1,978.60**		**$ 98.10**	**$ 1,880.51**	**$ 1,880.51**
	Suggested Price						**$ 40,997.45**

$45,716.60 Total Suggested List Price *

Your Summary

Neuhaus & Company, Ltd.
Weslaco TX 78596
Dealer Information

5075E Utility Tractor

Photo is representative and will not reflect your configured product.

Base Machine	Attachments & Accessories	Options	List Price, USD *
$27,203.00	$754.60	$17,759.00	**$45,716.60**

Options $17,759.00

Options	Option Code	Price
OPERATOR'S MANUAL		
English Operator's Manual and Decal Kit	0409	In Base Price
TRANSMISSION		
12F/12R PowrReverser Transmission - 540/540E (PR) Electrohydraulic (EH) Directional Reverser Wet Traction Clutch Wet PTO Clutch Neutral Start Safety Switch Electrohydraulic (EH) PTO engagement Economy-PTO/Standard PTO MFWD indicator light Digital ground speed indicator Digital PTO speed indicator Requires Code 6040 - MFWD.	1381	$2,171.00
OPERATOR'S STATION		
Cab Left Side Door Air Conditioning Cup Holders Mechanical Cloth Suspension Seat with Retractable Seat Belt Radio/CD Ready (Antenna Cable,Two Speakers, and Wiring Harness) Front Windshield Wiper Mechanical Suspension Seat 21.6 Gallon (81.8-L) Fuel Tank Requires Code 6040 (MFWD). Requires Code 4120 Telescopic Draft Link.	2050	$7,525.00
MID SELECTIVE CONTROL VALVES		
Dual Mid Valves with Joystick Control Recommended for applications WITH front loaders. Requires Code 6040 (MFWD).	3420	$1,168.00
DRAFT LINK		
Telescopic Draft Links	4120	$521.00
REAR WHEELS AND TIRES		
16.9-28 In. 6PR R1 Bias Code 6020 requires Code 6102. Code 6040 requires Code 6101.	5185	In Base Price
FRONT WHEELS AND TIRES		
9.5-24 In. 6PR R1 Bias For option code 6040 (MFWD)	6101	$1,052.00
FRONT AXLE		
Mechanical Front Wheel Drive (MFWD) (Four-Wheel Drive) Mechanical Engagement. Engagement Indicator Light on PowrReverser Transmission. Requires Code 3420.	6040	$5,322.00

Attachments & Accessories $754.60

Dealer-Installed Attachments

Option Code	Quantity	Price

$45,716.60 Total Suggested List Price *

ACCESSORIES			
Beacon Light Kit Cab Tractors Only.	BLV10120	1 x $237.60 ea	$237.60
Backup Alarm Kit NOT compatible with 2WD front axle and 5D Series Tractors. Compatible with open station 5E 3-Cyl configured with 9X3 transmission.	LVB25817	1 x $162.80 ea	$162.80
Mirror, Telescopic, LH, Manually Adjustable Cab Compatible Only.	AL80126	1 x $177.10 ea	$177.10
Mirror, Telescopic, RH, Manually Adjustable Cab Compatible Only.	AL80127	1 x $177.10 ea	$177.10

Add Base Machine **Special Offers** **Financing Options**
(http://www.deere.com/en_US/buying_an

* Manufacturer's suggested list price. Special pricing may be available on certain models. Also, options noted with 'Net Item Charge' will have additional costs. See dealer for details. Taxes, freight, setup, and delivery not included. Prices may vary by dealer. Offers valid in the United States. Prices in U.S. dollars.

** Accessories noted with 'Contact Dealer', 'In Catalog' or 'Net Item Charge' will have additional costs. Please see dealer for details.

JOHN DEERE

Selling Equipment

Quote Id: 15462335 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd.
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
kirk@neuhausco.com

JOHN DEERE H240 Loader

Contract: TX BuyBoard Grounds Maintenance Equip, Irrigation Parts, Supplies & Installation (PG 67)
Price Effective Date: June 1, 2017

Suggested List *
$ 7,326.00
Selling Price *
$ 5,796.78

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
X2411P	H240 Loader	1	$ 6,782.00	22.00	$ 1,492.04	$ 5,289.96	$ 5,289.96
	Standard Options - Per Unit						
X0202	United States	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
X0409	English	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
X1502	Mounting frame	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
X2510	H240 Standard farm loader, non-self-leveling (NSL) - Two-function	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
X4535	Two-function hoses and parts with quick-couplers, single-lever control (SLC), and mid-valve installed on tractor	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
X5430	Hood guard	1	$ -33.00	22.00	$ -7.26	$ -25.74	$ -25.74
X6995	Less ballast box	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
X7610	Global carrier	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
X8215	1850-mm (73-in.) global heavy-duty bucket	1	$ 202.00	22.00	$ 44.44	$ 157.56	$ 157.56
	Standard Options Total		**$ 169.00**		**$ 37.18**	**$ 131.82**	**$ 131.82**
	Dealer Attachments/Non-Contract/Open Market						
001	Non-Contract Mid frame Mount Bracket	1	$ 375.00	0.00	$ 0.00	$ 375.00	$ 375.00
	Dealer Attachments Total		**$ 375.00**		**$ 0.00**	**$ 375.00**	**$ 375.00**
	Suggested Price						**$ 5,796.78**

Your Summary

You have not selected a dealer.

$6,951.00 Total Suggested List Price *

H240 Loader

Photo is representative and will not reflect your configured product.

Base Machine	Attachments & Accessories	Options	List Price, USD *
$6,782.00	$0.00	$169.00	$6,951.00

Options $169.00

Options	Option Code	Price
OPERATOR'S MANUAL		
English	0409	In Base Price
MOUNTING FRAMES		
Mounting frame For 5045E, 5055E, 5065E, and 5075E two-wheel drive (2WD) and mechanical front-wheel drive (MFWD) tractors (non-Final Tier 4 (FT4) models, model year 2014 (MY 2014) and earlier), and 5103, 5203, 5303, 5403, 5210, 5220, 5310, and 5320. Includes toolbox bracket. Note: Mechanical self-leveling (MSL) configurations (Code 2512 and 2513) are not compatible with 5045E, 5055E, 5065E, and 5075E two-wheel Drive (2WD) tractors.	1502	No Added Cost
HYDRAULIC CONNECTION		
Two-function hoses and parts with quick-couplers, single-lever control (SLC), and mid-valve installed on tractor For 5045E, 5055E, 5065E, 5075E Final Tier 4 (FT4) and non-FT4 Tractors. For 5083E Limited, 5083EN, 5085E Interim Tier 4 (IT4), 5093E Limited, 5093EN, 5100E IT4, 5101E Limited, 5101EN, and 5603 Tractors. For 5003, 5010, 5020, and 5025 Series Tractors. Note: All hoses, parts, and connection brackets included in this one Code.	4535	In Base Price
CARRIERS		
Global carrier	7610	In Base Price
LEVELING		
H240 Standard farm loader, non-self-leveling (NSL) - Two-function	2510	In Base Price
BUCKETS		
1850-mm (73-in.) global heavy-duty bucket	8215	$202.00
BALLAST BOX		
Less ballast box	6995	In Base Price
HOOD GUARDS		
Hood guard For 5045E, 5055E, 5065E, 5075E two-wheel drive (2WD) and mechanical front-wheel drive (MFWD) tractors; non-Final Tier 4 (FT4) tractors; model year 2014 (MY 2014) and before.	5430	- $33.00

Add Base Machine

Special Offers

Financing Options
(http://www.deere.com/en_US/buying_and

* Manufacturer's suggested list price. Special pricing may be available on certain models. Also, options noted with 'Net Item Charge' will have additional costs. See dealer for details. Taxes, freight, setup, and delivery not included. Prices may vary by dealer. Offers valid in the United States. Prices in U.S. dollars.

** Accessories noted with 'Contact Dealer', 'In Catalog' or 'Net Item Charge' will have additional costs. Please see dealer for details.

RD

JOHN DEERE

Called Norma
6/27/17 @3:17pm
Pending review & approval of spec.

Selling Equipment

Quote Id: 15462335 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Neuhaus & Company, Ltd.
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
kirk@neuhausco.com

JOHN DEERE MX7 Lift-Type Rotary Cutter - 540 RPM PTO

Contract: TX BuyBoard Grounds Maintenance Equip, Irrigation Parts, Supplies & Installation (PG 67)

Suggested List *
$ 5,118.00

Price Effective Date: June 1, 2017

Selling Price *
$ 4,052.54

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2154P	MX7 Lift-Type Rotary Cutter - 540 RPM PTO	1	$ 4,479.00	22.00	$ 985.38	$ 3,493.62	$ 3,493.62
	Standard Options - Per Unit						
9010	Dual Tailwheel Support, Hub and Wheel	1	$ 364.00	22.00	$ 80.08	$ 283.92	$ 283.92
	Standard Options Total		**$ 364.00**		**$ 80.08**	**$ 283.92**	**$ 283.92**
	Dealer Attachments/Non-Contract/Open Market						
001	Non-Contract 3PT Pin kit	1	$ 275.00	0.00	$ 0.00	$ 275.00	$ 275.00
	Dealer Attachments Total		**$ 275.00**		**$ 0.00**	**$ 275.00**	**$ 275.00**
	Suggested Price						**$ 4,052.54**

Your Summary

You have not selected a dealer.

$4,843.00 Total Suggested List Price *

MX7 Lift-Type Rotary Cutter - 540 RPM PTO

Photo is representative and will not reflect your configured product.

Base Machine	Attachments & Accessories	Options	List Price, USD *
$4,479.00	$364.00	$0.00	$4,843.00

Attachments & Accessories $364.00

Factory-Installed Attachments

	Option Code	Price
DUAL TAIL WHEEL SUPPORT		
Dual Tailwheel Support, Hub and Wheel Includes the following components: 1 AW30473 -dual tail wheel support and hub 1 AW30715 -4X8 Bolt Wheel Hub-Puncture Proof Laminated Tire.	9010	$364.00

Add Base Machine

Special Offers

Financing Options
(http://www.deere.com/en_US/buying_an

* Manufacturer's suggested list price. Special pricing may be available on certain models. Also, options noted with 'Net Item Charge' will have additional costs. See dealer for details. Taxes, freight, setup, and delivery not included. Prices may vary by dealer. Offers valid in the United States. Prices in U.S. dollars.

** Accessories noted with 'Contact Dealer', 'In Catalog' or 'Net Item Charge' will have additional costs. Please see dealer for details.

Phone: 800-695-2919
Fax: 800-211-5454
Email:
info@buyboard.com

Vendor Contract Information

Back

Searches:

Search by Vendor

Browse Contracts

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
John Deere (Deere & Company)[X]
Price Range
Show all prices
Category
None Selected
Contract
Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation[X]

Additional Resources

Vendor Name:	John Deere (Deere & Company)
Address:	2000 John Deere Run Cary, NC 27513
Phone Number:	(800) 358-5010
Extension:	2862
Email:	corpacctgovsupport@johndeere.com
Website:	http://www.deere.com/en_US/regional_home.page
Federal ID:	36-2382580
Contact:	Delores Jones
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR:	Yes
Contract Name:	Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation
Contract Description:	Golf/turf; tractors; front, wide area, zero turn, walk behind mowers; utility vehicles; cutters/shredders; sprayers; hand held equipment; sweepers; fertilizers/conditioners; residential/commercial irrigation; aerating; service/repair & installation
Contract#:	529-17
Effective Date:	06/01/2017
Expiration Date:	05/31/2020
Payment Terms:	Net 30 days
Delivery Days:	180
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is included ir Vendor response document, and can be found in the Vendor Proposal File link near the bo of the page.
Quote Reference Number:	529-17
Return Policy:	Warranty
Additional Dealers:	See Additional Dealers/Distributors link for dealer list.

Contract Documents

EDGAR Notice:	**Click to view EDGAR Notice**
Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**
Construction Services Advisory:	**Click to view the Construction Related Goods and Services Advisory**
Proposal Files:	**Click to view Vendor Proposal Files Documents**

Contact us 800-695-2919

Phone: 800-695-2919
Fax: 800-211-5454
Email:
info@buyboard.com

Search Results

Searches:

Search by Vendor

Browse Contracts

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
John Deere (Deere & Company)[X]
Price Range
Show all prices
Category
None Selected
Contract
Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation[X]

Additional Resources

Show 25 ▼ results

Narrow Results:

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
John Deere (Deere & Company)	3% Discount Off John Deere Agricultural Products (3% to 22% discount) for Tractors, Equipment, Supplies, and Accessories, 20 to 200 Engine HP Line Item 2	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	22% Discount Off John Deere Turf & Utility Products pricelist for Golf and Turf Equipment, Supplies, and Accessories Line Item 1	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	22% Discount Off John Deere Agricultural Products for Cutters and Shredders, Equipment, Supplies, and Accessories Line Item 10	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	21% Discount Off John Deere Turf & Utility Products pricelist for Zero Turn Mowers, Equipment, Supplies, and Accessories Line Item 6	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	21% Discount Off John Deere Turf & Utility Products pricelist for Wide Area Mowers, Equipment, Supplies, and Accessories Line Item 5	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	21% Discount Off John Deere Turf & Utility Products pricelist for Walk Behind Mowers, Equipment, Supplies, and Accessories Line Item 7	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	21% Discount Off John Deere Turf & Utility Products pricelist for Front Mowers, Equipment, Supplies, and Accessories Line Item 4	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	19% Discount Off John Deere Agricultural Products for Turf Maintenance Sweepers and Equipment, Supplies, and Accessories Line Item 16	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	19% Discount Off John Deere Agricultural Products for Sprayers, Supplies, and Accessories Line Item 11	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	16% Discount Off John Deere Turf & Utility Products pricelist for Tractors, Equipment, Supplies, and Accessories, 20 to 200 Engine HP Line Item 2	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	16% Discount Off Frontier Products pricelist for Turf Maintenance Sweepers and Equipment, Supplies, and Accessories Line Item 16	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	16% Discount Off Frontier Products pricelist for Scraper, Supplies, and Accessories Line Item 12	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	16% Discount Off Frontier Products pricelist for Landscape and Turf Care Attachments Line Item 14	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	16% Discount Off Frontier Products pricelist for Golf and Turf Equipment, Supplies, and Accessories Line Item 1	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	16% Discount Off Frontier Products pricelist for Cutters and Shredders, Equipment, Supplies, and Accessories Line Item 10	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	16% Discount Off Frontier Products pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories Line Item 20	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	11% Discount Off John Deere Turf & Utility Products pricelist (11% to 14% discount) for Utility Vehicles, Equipment, Supplies, and Accessories Line Item 8	N/A	$0.00		Add Show Details
John Deere (Deere & Company)	0% Discount Off John Deere Turf & Utility Products pricelist (0% to 16% discount) for Lawn and Garden Tractors, Equipment, Supplies, and Accessories Line Item 3	N/A	$0.00		Add Show Details

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-242063

Date Filed:
07/27/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Neuhaus & Co.
Weslaco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo Co.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
346600
Whole Goods Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

RENAY MARTINEZ
My Notary ID # 2155535
Expires September 17, 2020

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said D Mochen, this the 27 day of July, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath: Renay Martinez | Title of officer administering oath: Adm Asst.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-242063

Date Filed:
07/27/2017

Date Acknowledged:
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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Neuhaus & Co.
Weslaco, TX United States

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Hidalgo Co.

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346600
Whole Goods Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

SAM Search Results
List of records matching your search for :

Search Term : "deere & company*
Record Status: Active

ENTITY DEERE & COMPANY Status:Active

DUNS: 005267471 +4: CAGE Code: 75755 DoDAAC:

Expiration Date: Jun 5, 2018 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 1 JOHN DEERE PL
City: MOLINE State/Province: ILLINOIS
ZIP Code: 61265-8010 Country: UNITED STATES

ENTITY DEERE & COMPANY Status:Active

DUNS: 607690989 +4: CAGE Code: 0XWZ3 DoDAAC:

Expiration Date: Dec 21, 2017 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 2000 JOHN DEERE RUN
City: CARY State/Province: NORTH CAROLINA
ZIP Code: 27513-2789 Country: UNITED STATES

SAM Search Results
List of records matching your search for :

Search Term : "neuhaus & company inc.*
Record Status: Active

ENTITY	Neuhaus & Company, Inc.		Status:Active
DUNS: 008135923	+4:	CAGE Code: 3VUR0	DoDAAC:
Expiration Date: Aug 16, 2017	Has Active Exclusion?: No	Debt Subject to Offset?: No	
Address: 2000 E Expressway 83			
City: Weslaco		State/Province: TEXAS	
ZIP Code: 78596-5057		Country: UNITED STATES	

AI-61001 **Purchasing Department** **25. E. 1.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Work Authorization No. 1 in the amount of ($ 10,781.68) as submitted by project engineer, L&G Engineering for "professional engineering" services for: Project Specific: [Traffic Signal Warrant Study for SH 107/Sunflower Road Intersection] in Precinct 4, in connection to (on call) agreement # C-15-255A-09-01 for "Traffic Studies County Wide".

BACKGROUND

WA1 - L&G Engineering-(Traffic Signal Warrant Study for SH107/Sunflower Rd. Intersection) in Pct 4.

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1200-431-00-124-007-0-334

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

BUDGETARY IMPACT:

Funds available pending approval of AI-61036

Attachments

WA1-L&G Eng-C-15-255A-09-01-Pct 4

email request - Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/04/2017 10:28 AM
Budget & Management	Veronica Ortiz	08/04/2017 10:57 AM
Merlen P. Munoz	Merlen P. Munoz	08/04/2017 11:24 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Letty Saenz		Started On: 08/03/2017 01:52 PM
Final Approval Date: 08/04/2017		

L&G Engineering
Transportation Consultants

August 3, 2017

The Honorable Joseph Palacios
Commissioner, Hidalgo County Pct. No. 4
1051 N. Doolittle Road
Edinburg, Texas 78539

RE: On Call Services – Traffic Studies County Wide C-15-255A-09-01 - Work Authorization No. 1 SH 107/Sunflower Traffic Warrant Study

Dear Commissioner Palacios:

As discussed, attached in duplicate for your review and approval is Work Authorization No. 1 to the On Call Services – Traffic Studies County Wide Agreement between L&G Engineering and Hidalgo County.

Work Auth. No. 1 is in the amount of $ 10, 781.68 to provide Traffic Signal Warrant Study. Attached you will find the following:

1.) Two (2) signed originals of Work Authorization No. 1 with the following attachments:
- Project Location Map
- Exhibit A "Services to be provided by the Owner"
- Exhibit B " Services to be provided by the Engineer"
- Exhibit C "Work Schedule"
- Exhibit D-1 "Estimated Man-hour Breakdown"

We would also like to advise you that we will be using the Sub-Consultant listed below for this Work Authorization.

Traffic Signal Warrant Study:
Mr. Harry Simeonidis, P.E.
ETSI
5300 Hollister Road, Ste. 220
Houston, Texas 77040
Phone (713) 956-9601

Should you have any questions regarding this submittal, do not hesitate to call me at (956) 565-9813.

Sincerely,

Robert Macheska, P.E.
Project Manager

Attachments

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-255A-09-01
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L&G Consulting Engineers, Inc. *d/b/a* L&G Engineering, professional engineers of Mercedes, Texas hereinafter called "Engineer".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide Engineering Services required for the preparation for Traffic Signal Warrant Study for the SH107/Sunflower Road Intersection.

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 Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $10,781.68. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as *EXHIBIT "D-1" - Estimated Man-hour Breakdown.*

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 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, as identified on *EXHIBIT "C" - Work Schedule.*

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. 4, Commissioner Joseph Palacios as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

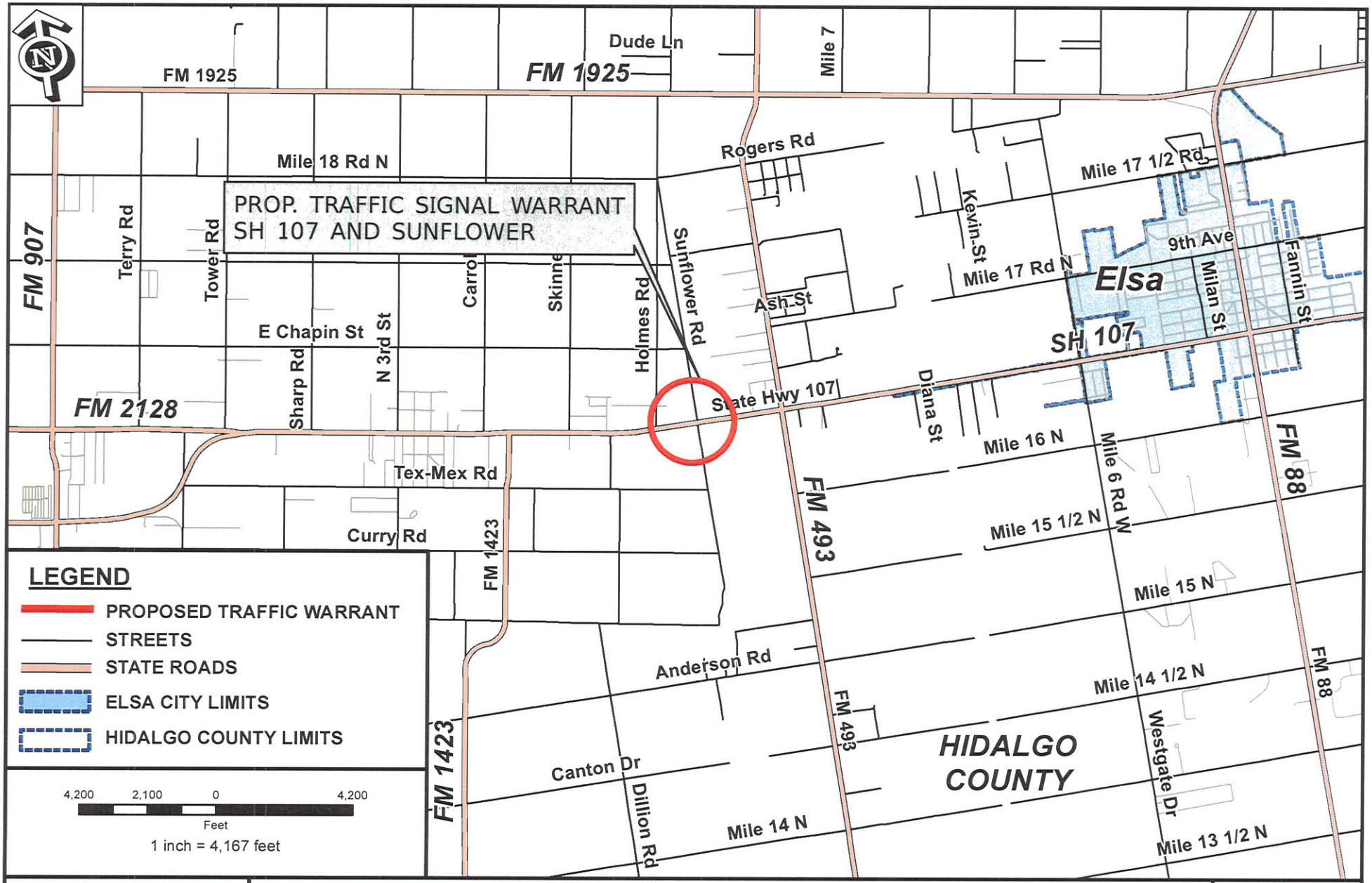
_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D-1 - Estimated Man-hour Breakdown



SH 107 AND SUNFLOWER LOCATION MAP

TRAFFIC SIGNAL WARRANT AT THE INTERSECTION OF SH 107 AND SUNFLOWER ROAD

Document Path: G:\GIS I\PROJECTS\HIDALGO\SH107&SUNFLOWER\SH107_SUNFLOWER_LOCATION MAP.mxd

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SCOPE OF SERVICES
TRAFFIC ENGINEERING AND DESIGN SERVICES

SH 107 at Sunflower Road

Project Understanding

TxDOT plans to widen SH 107 in the vicinity of Sunflower Road to six lanes. The geometric design at the Sunflower Road intersection includes directional openings for east-west left turning traffic, basically cutting off the North-South through traffic along Sunflower Road. Commissioner Palacios wants this intersection to remain fully open with a traffic signal. He has a Community Resource center (Sunflower Memorial Park) that is currently being built on the North-West corner of the intersection (this is visible on the latest google earth images). This CRC will serve over 6,000 constituents with educational, recreational, health service and other programs at no cost to the public. They have already built an 8, 000 square foot building and are currently under construction of phase I of the park sitting on 70 acres. Commissioner Palacios has also already developed engineering plans to widen Sunflower Road north of SH 107 to accommodate right turn lanes on to SH 107 due to the expected traffic increase. In addition, the County owns a tract of land on the south west side which they have a planned 4H Livestock Show Grounds/Parks Department in the works. Since they are planning such major traffic generators, they want to petition TxDOT to leave this intersection open. Accordingly, a traffic signal warrant study would be part of the petition.

ETSI will conduct a traffic signal warrant study as follows:

TRAFFIC SIGNAL WARRANT STUDY:

ETSI will conduct a traffic signal warrant study at the intersection of SH 107 and Sunflower Road.

The traffic signal warrant study will follow the required guidelines listed in the Texas Manual on Uniform Traffic Control Devices (Texas MUTCD), latest edition and in accordance to TxDOT requirements.

ETSI will provide the following services:

TASK 1 - Conduct Field Investigations

- Collect turning movement counts for 11 hours of a typical weekday
- Conduct speed studies
- Take photos for each intersection approach
- Identify potential sight distance restrictions
- Identify posted speed limits
- Identify presence of roadway illumination
- Record existing intersection controls, if any
- Record general geometry of the intersection
- Record visible utilities, including power lines
- Record existing development in the vicinity of the intersection

- Record major traffic generators in the area
- Record other features that might impact installation of a traffic signal control
- Observe existing traffic patterns

Task 2 - Assess collected data

- Assess completeness of collected data
- Identify additional data requirements

Task 3 - Accident Analysis

- Request accident records for the past four years from local law enforcement authorities (L&G's assistance may be required for this task)
- Conduct accident analysis as required by the Texas MUTCD. Determine if five or more of the reported crashes that occurred within a 12 m onth period can be susceptible to correction by a traffic signal control.

Task 4 - Collision Diagrams

- Based on the collected accident reports, prepare a collision diagram that shows the occurred accidents in diagrammatic form.

Task 5 - Intersection Exhibits

- Prepare intersection conceptual layout in approximate scale to present the anticipated geometric conditions of the intersection after construction of Sunflower Road.

Task 6 - Signal Warrant Analysis

- Develop future traffic projections on Sunflower Road based on proposed developments in the vicinity of the intersection. It is anticipated that the future widening of both SH 107 and Sunflower Road would attract new through the intersection.
- Conduct signal warrant analysis
- Prepare warrant forms and charts

Task 7 - Photo album

- Prepare a phot o albums of each approach of the intersection, depicting features and data supporting the warrant study.

Task 8 - Recommendations

- In the case where a t raffic signal control is warranted, ETSI will make recommendations for the type of signal installation to be implemented along with other improvements to enhance safety.
- In cases where a traffic signal control is not warranted, ETSI may suggest other

actions to improve safety and quality of traffic flow.

Task 9 - Traffic Signal Warrant Study Report

- Prepare a report that presents all data collected, analyses work, exhibits, photographs and recommendations.

SERVICES TO BE PROVIDED BY L&G ENGINEERING

L&G will assist in the collection of accident records from the proper law enforcement agencies.

L&G will furnish ETSI hard copies and electronic versions of the intersection geometry if available.

L&G will also provide coordination and communication for the progress of the work among all parties involved.

TIME SCHEDULE

The time schedule is largely dependent on the timing of the collection of accident records and traffic counts. ETSI will submit to L&G a final report within four weeks from the notice to proceed, assuming all accident data are available. Exhibit C shows the timeline schedule for the warrant study.

EXHIBIT C - TRAFFIC SIGNAL WARRANT STUDIES - TIMELINE SCHEDULE
SH 107 AT SUNFLOWER ROAD

TASK	WEEKS 1	2	3	4	5
TASK 1 - Collect Data and Conduct Field investigations					
Task 2 - Assess collected data					
Task 3 - Accident Analysis					
Task 4 - Collision Diagram					
Task 5 - Intersection Exhibits					
Task 6 - Signal Warrant Analyses					
Task 7 - Photo album					
Task 8 - Recommendations					
Task 9 - Traffic Signal Warrant Study Report				S	

S SUBMITTAL

EXHIBIT D-1

ESTIMATED MAN-HOUR BREAKDOWN
COUNTY WIDE ON-CALL CONTRACT
WA #1 - SH 107/SUNFLOWER ROAD INTERSECTION TRAFFIC WARRANT ANALYSIS

		MANHOURS									
		Senior Project Manager	Senior Engineer	Senior Environmental Scientist /Specialist	Project Engineer	Senior Engineer Tech	CADD Operator / GIS Analyst	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	CONTRACT RATE	211.40	175.16	147.98	129.86	96.64	66.44	60.40			
WORK AUTHORIZATION NO. 1											
TRAFFIC SIGNAL WARRANT											
1	Traffic Signal Warrant Analysis - SUB	SEE EXHIBIT D-1 PAGE 2 of 2 FOR SUB-CONSULTANT FEE BREAKDOWN								$ 6,300.00	
2	Intersection Exhibits & Mapping	4			28				32	$ -	$ 4,481.68
SUB-TOTAL		**4**	**0**	**0**	**28**	**0**	**0**	**0**	**32**	**$ 6,300.00**	**$ 4,481.68**

TOTAL PROJECT FEE:	**$ 10,781.68**

EXHIBIT D-1 - FEE SCHEDULE - TRAFFIC SIGNAL WARRANT STUDY'
SH 107 AT SUNFLOWER ROAD

Ergonomic Transportation Solutions, Inc.

TRAFFIC SIGNAL WARRANT STUDY				MANHOURS				
				Project Manager	Traffic Engineer	CADD/ Designer	Administrative Assistant	Total
TASK								
	1	Conduct Field Investigations			6	6		12
	2	Assess Collected Data			1	1		2
	3	Accident Analysis			1			1
	4	Collision Diagram			1	2		3
	5	Intersection Exhibits			1	2		3
	6	Signal Warrant Analysis		2	12	6		20
	7	Photo Album				2		2
	8	Recommendations		1	2			3
	9	Traffic Signal Warrant Study Report		1	8	4	8	21
		Subtotal		**4**	**32**	**23**	**8**	**67**

Total Sheets/Labor Hours		**4**	**32**	**23**	**8**	**67**
Contract Rates		$ 65.00	$ 31.80	$ 23.00	$ 19.00	
Direct Salary Cost		$ 260.00	$ 1,017.60	$ 529.00	$ 152.00	$ 1,958.60
Overhead Multiplier	165.260%	$ 429.68	$ 1,681.69	$ 874.23	$ 251.20	$ 3,236.78
Fixed Fee	12.50%	$ 86.21	$ 337.41	$ 175.40	$ 50.40	$ 649.42
Total Labor Costs		**$ 775.89**	**$ 3,036.70**	**$ 1,578.63**	**$ 453.59**	**$ 5,844.81**

Ergonomic Transportation Solutions, Inc. Expenses

EXPENSES

Printing Reproduction	$	5.19
Travel	$	450.00
Delivery	$	-
Total Expenses	**$**	**455.19**

ETSI Total Cost **$ 6,300.00**

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

Fwd: SH 107 @ Sunflower WA

From : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> Thu, Aug 03, 2017 01:42 PM

2 attachments

Subject : Fwd: SH 107 @ Sunflower WA

To : leticia saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Maria Mayorga <maria.mayorga@co.hidalgo.tx.us>

please place agenda item for lulu

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Maria Mayorga" <maria.mayorga@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Jose Luis Caso" <jose.caso@co.hidalgo.tx.us>
Sent: Thursday, August 3, 2017 12:47:44 PM
Subject: Fwd: SH 107 @ Sunflower WA

Good Afternoon Rocio,

Can we please place this on the next CC meeting ?
I am working on the funding and will be providing it to you as soon as possible.

Thank you!

Respectfully,

Lulu Mayorga, CPM

Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Robert Macheska" <rmacheska@lgengineers.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "Jose Luis Caso" <jose.caso@co.hidalgo.tx.us>
Sent: Thursday, August 3, 2017 11:06:26 AM
Subject: SH 107 @ Sunflower WA

Lulu,

As we discussed, attached is the WA for the On-Call contract for Court action. Please let me know if you need anything else, thanks…

Robert Macheska, P.E., CFM
Project Manager

L&G Engineering
Transportation Consultants

900 S. Stewart Rd., Ste. 10
Mission, Tx 78572
Ofc: (956) 585-1909
Cell: (956) 684-8698
www.lgengineers.com

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image001.png
12 KB

SH107@Sunflower Traffic Warrant WA #1.pdf
3 MB

AI-60932 **Purchasing Department** **25. E. 2.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the "Certificate of Substantial Completion" submitted and certified by project architect, Mata Garcia Architects, LLP, reflecting the date of July 24, 2017 by R.G. Enterprises, LLC d/b/a G & G Contractors awarded contractor for the Hidalgo County Precinct No. 4 [Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center (CRC)Project] in connection to (AIA Construction Agreement # C-16-145A-07-19).

BACKGROUND

Substantial Completion by Mata-Garca Architects (G&G Contractors)

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1345-419-40-124-123-0-740

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

BUDGETARY IMPACT:

Reference PO# 748664

Attachments

Certificate of Substantial Completion - G & G Contractors - Pct 4 (CRC landscaping-retaining wall-irrigation

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/01/2017 04:16 PM
Budget & Management	Veronica Ortiz	08/01/2017 04:19 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Letty Saenz		Started On: 08/01/2017 09:42 AM
Final Approval Date: 08/04/2017		

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

Substantial Completion- G&G Landscape Project

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Jul 28, 2017 05:26 PM

Subject : Substantial Completion- G&G Landscape Project 1 attachment

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Good Afternoon Letty,

Please place this on the next agenda, thank you!

Respectfully,

Lulu Mayorga, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

20170728171923840.pdf
937 KB

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Hidalgo Co. Pct. 4 - San Carlos CRC
Landscaping*Retaining Wall*Irrigation
Project, San Carlos, Texas

PROJECT NUMBER: 201605/
CONTRACT FOR: General Construction
CONTRACT DATE: September 25, 2016

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)
Hidalgo County Pct. 4
1051 N.Doolittle Rd.Edinburg,Tx78542

TO CONTRACTOR:
(Name and address)
G&G Contractors
711E.WisconsinRd, Edinburg,Tx 78539

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

All work under Contract Documents - Plans, Specifications, Addenda, Change Orders, RFI's, ASI's and Punch Lists.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
All warranties required under Contract Documents.

Date of Commencement
July 21, 2017 at 5:00pm

Mata+Garcia Architects LLP		July 24, 2017
ARCHITECT	**BY**	**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

G&G Contractors		July 24, 2017
CONTRACTOR	**BY**	**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00PM (time) on Friday, July 21, 2017 (date).

County of Hidalgo - Precinct No. 4		
OWNER	**BY**	**DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

County of Hidalgo / Precinct No. 4 assumes all responsiblity for security, maintenance, utilities, damage to the work and insurance as of July 21, 2017 at 5:00p.m.

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User Notes: (1364809549)

MATA garcia ARCHITECTS L.L.P.

ARCHITECTURE

PROJECT MANAGEMENT

INTERIOR DESIGN

July 24, 2017

Hidalgo County Precinct 4 | 2016-145-04-13-MSS | Landscape/Structural and Irrigation Construction for the San Carlos Community Resource Center Project

PUNCH LIST (Conducted July 21, 2017 at 12 Noon)

01. Verified correct species and placement of landscaping at parking median.
02. Verified correct species and placement of tree line along south side of parking area. The grading at the southeast corner has been changed during the installation of the wrought iron fencing by county crews. The contract grades show the area draining to the right-of-way, but the county crews have built-up the area to maintain a level fencing line and created a detention area that ponds water. The landscaper will not need to re-grade the area
03. Arrangement of boulders to be changed to provide a more interesting/dynamic placement.
04. Some plants in the lower retaining wall have been damaged during the placement of the wrought iron fencing by county crews. The landscaper will maintain the plants during the 30-day substantial completion timeline but will not replace the damaged plants unless the county wants to pay for replacements. There is also some settling of the soil where the posts were installed. The county will need to keep tabs on these locations and fill / lightly compact accordingly.
05. Concerns noted regarding the depth of the footings for the wrought iron fencing posts; that the post may have altered the intended use of the French drain located directly beneath. (The design team had been told the wrought iron fencing would be placed approximately five feet behind the second tier of retaining wall. The added pressure on the wall caused by the posts has previously been discussed with county staff.)
06. The county provided the soil and grading for the grassy area between the community resource center facility and the retaining walls. There are several areas of unevenness. The landscaper will not be held responsible in correcting the roughness of the grade.
07. The general contractor is to provide verification of how the second section of the retaining wall was installed. (Independent of the first phase or are they tie rods between the two phases.) This due to the angled end wall between the two phases being deleted.
08. Sections of grass and erosion netting have been scraped-off by county crews working on the grading/installation of the wrought iron fencing or the excavation of the plumbing lines on the west side of the community resource center. The landscaper will not be required to replace the grass or erosion netting in these locations unless the county wants to pay for replacements.
09. A portion of the underground drip-line has been left exposed at the area graded by county crews near the perimeter fencing. The landscaper will not be required to bury the line at this location; pending further work by county crews.
10. The dead tree at the south-west corner of the project boundary has been replaced and will be maintained during the 30-day substantial completion/punch-list period
11. The steel cabling system for the planter boxes has not been installed. The general contractor stated that this was not done at the direction of Precinct 4. Verification in writing has been requested of the contractor. The cost for the steel cabling is to be credited to the project.
12. The hose bib at one planter box has been installed.
13. The landscaper has replaced dead plants in the courtyard with local native species approved by Precinct 4. The replaced specie types and locations are to be noted on the as-built drawings. Water will be placed in the pond, along with appropriate replacement plants for the dedication.

14. Water leaks from the tank, not from the threaded connections, but from the thru-wall connections that were in-place at the time of arrival. Information has been sent to the installing contractor (Foremost Construction) regarding this leak. The float valve will be installed by the landscaper after the dedication ceremony.
15. The pipe connection at the base of the tank is now level, readjust.
16. The PVC outlet at the top of the water storage tank with a galvanized paint color.
17. Photos of the sprinkler heads in operation are to be provided as a part of the completed punch-list information.
18. Verify all controller settings for the sprinkler system.
19. Verify WiFi capability for the sprinkler system controller.
20. Demonstrations | Training to be done with County | Precinct staffs during the 30-day substantial completion work timeline.
21. Download information with region specific watering schedules and place in close-out documents.
22. The specified flagpole has not been ordered or installed. The flagpole is to be credited to the project.

End of Punch List

Plants were trampled during the installation of the perimeter wrought iron fencing by county crews. Landscaper will maintain, but not replace, during the next 30 days.

Sections of grass were scraped-off during the grading of of the property toward the perimeter fencing by county Crews. These sections will not be replaced.

Irrigation drip-lines have been left exposed by county crews during the excavation of plumbing lines due to problems w/ sewage backing-up / unconnected lines of the CRC project.

Dead tree at southwest corner of project has been replaced.

Grass removed | scraped-off during the excavation of the plumbing lines by county crews. Landscaper will not need to replace the grass.

Grass removed | scraped-off during the excavation of the plumbing lines by county crews. Landscaper will not need to replace the grass.

Landscaper to remove and replace boards at two locations.

Contractor stated that the cable supports for vines were not installed per the owner's direction. Verification has been requested.

Verified the placement of soil/compost mix at planter boxes. Hose bib connection verified.

Grading near the intersection of Hwy 107 and Sunflower Road had been modified by county crews during the installation of the perimeter fencing, creating an area of water retention.

AI-61011 **Purchasing Department** **25. F. 1.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;

b. Requesting approval of agreement for "On-line Research Services" with Lexis Nexis for Constable Precinct No. 3.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1100-421-00-293-001-0-340

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

BUDGETARY IMPACT:

Funds available under PO#755419

Attachments

Agreement
Agreement
Form 1295
LEGAL APPROVAL

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/04/2017 09:47 AM
Budget & Management	Veronica Ortiz	08/04/2017 09:49 AM
Merlen P. Munoz	Merlen P. Munoz	08/04/2017 11:05 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Rocio Villarreal		Started On: 08/03/2017 03:17 PM
Final Approval Date: 08/04/2017		

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Per User Subscription)

Customer Name: **HIDALGO COUNTY CONSTABLES Precinct 3**
Billgroup #:
LN Account Manager: **Jackie Koski**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning August 1, 2017 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

Price Table		
Monthly Minimum Users:		**1**
Standard Features Fee:		**$120.00**
Premium Features Fee:	Email Search Real Time Phone Search Virtual Identity Search & Report	**$60.00**
Total Monthly User Fees (per User):		**$180.00**
Total Monthly Minimum Amount:		**$180.00**

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.

2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Dockets
Bankruptcy Documents
Canadian Phones
Comprehensive Healthcare Business Report
Comprehensive Healthcare Provider Report
Court Search Wizard
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Search
DE Corporation Search and Report
Email Search
Flat Rate Healthcare Business Report
Flat Rate Healthcare Provider Report
Government Location Report
Identity Authenticate
Identity Verification
Medical, Employment Or Business Records Retrieval
MVR Reports (Driving Records)
News Searches
Online Batch Services
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time MVR
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) total User Fees and applicable Transactional Fees; or (ii) the total monthly minimum amount(s) as specified in the Price Table.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **August 11, 2017**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party.

AGREED TO AND ACCEPTED BY: HIDALGO COUNTY CONSTABLES Precinct 3

Signed: _____

Name: _____

Title: _____

Date: _____

Accurint for Government

(Updated May 25, 2017)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR GOVERNMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search	$0.00
Advanced Person Search	$0.00
Automated Valuation Model (AVM) Report	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business InstantID	$0.00
Business InstantID & FraudDefender	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00
Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00

Death Records	$0.00
Death Records Report	$0.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00
Disclosed Entity Service	$0.00
Driver Licenses	$0.00
Dun & Bradstreet Search	$0.25
Dun & Bradstreet Global Market Identifiers Search	$3.75
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
InstantID Consumer Search	$0.00
InstantID Consumer & FraudDefender Search	$0.00
Internet Domains	$0.00
Liens & Judgments	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Medical, Employment and Business Records Retrieval	--
-Medical, Employee Or Business Record Retrieval With Authorization (not discountable)	$35.00
-Medical, Employee Or Business Record Retrieval With Authorization And Affidavit (not discountable)	$72.50
-Medical, Employee Or Business Record Retrieval By Subpoena (not discountable)	$87.50
-Canvassing Up To 5 Custodians (not discountable)	$50.00
-Canvassing From 5 To 10 Custodians (not discountable)	$100.00
-Canvassing Above 10 Custodians, Per Custodian (not discountable)	$10.00
-Chronological Sorting (charged per page) (not discountable)	$0.03
-Pagination Only (charged per page) (not discountable)	$0.10
-Research And Identify Custodial Location	$0.00
- Long distance charges, phone charges, initial and follow up calls	$0.00
-Prepare And Deliver Notice And Subpoena For Signature (If Required)	$0.00
-Deliver Notice To All/3rd Party Notices	$0.00
-Serve Subpoena To Custodian Of Record	$0.00
-Pick-Up Scheduling And Two (2) Field Trips	$0.00
-Mileage	$0.00
-Return Record Review For Completeness And Legibility	$0.00
-Rush Fee (One Way) (not discountable)	$25.00
-Witness Fee (Pass Through Fees May Be Charged)	$0.00
-Deposition Trip Fee (not discountable)	$20.00

-Deposition Certification Fee (not discountable)	$20.00
-Custodial Fee (Pass Through Fees May Be Charged)	$0.00
-Custodial Fee Carrying Fee (10% of Pass Thru Fees May Be Charged)	$0.00
-Hard Copy Per Page, Authorization (not discountable)	$0.50
-Hard Copy Per Page, Subpoena, Includes Pagination And Sealing If Required (not discountable)	$0.50
-Hard Copy, Shipping Cost (Pass Through Fees May Be Charged)	$0.00
-Sales/Revenue Taxes (Pass Through Fees May Be Charged)	$0.00
-X-Ray Duplication (not discountable)	$17.50
-Fax Or Electronic Receipt Of Authorization For The Release Of Records	$0.00
-Phone Charges	$0.00
-Authorization Cover Sheet Preparation And Delivery Per Location	$0.00
-Record Receipt And Review (QA)	$0.00
-Electronic Posting Of Record, Per Page	$0.00
-Hospital Charting (charged per page) (not discountable)	$0.25
-Maximum Spend Without Client Authorization, MRR * (not discountable)	$75.00
-Maximum Spend Without Client Authorization, X-Ray Duplication * (not discountable)	$210.00
*Default Can Be Lower Or Higher Based On Customer Specifications	--
Motor Vehicles Report	$0.00
MVR Reports (Driving Records)** (plus state fee listed below) (charged per search) (not discountable)	$5.00
-Alabama 3-Year (not discountable)	$9.75
-Delaware 3-Year (not discountable)	$25.00
-Florida 3-Year (not discountable)	$8.10
-Florida 7-Year (not discountable)	$10.10
-Illinois (not discountable)	$12.00
-Indiana (not discountable)	$7.50
-Iowa (not discountable)	$8.50
-Kansas (not discountable)	$8.70
-Maine 3-Year (not discountable)	$7.00
-Minnesota 5-Year (not discountable)	$5.00
-Mississippi 3-Year (not discountable)	$14.00
-Nebraska 5-Year (not discountable)	$3.00
-North Carolina 3/7-Year (not discountable)	$10.00
-Rhode Island 3-Year (not discountable)	$20.00
-South Carolina 3/10-Year (not discountable)	$7.25
-Tennessee 3-Year (not discountable)	$7.00
-Utah (not discountable)	$9.00
-Vermont 3-Year (not discountable)	$17.00
-West Virginia 7-Year (not discountable)	$9.00
** Customer will have access to and use of the MVR Reports (Driving Records) materials and features. MVR Reports (Driving Records) fees are subject to change without notice.	--
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
Neighbors ("Next Steps")	$0.00

NPI Data Search	$0.00
NPI Report	$0.00
Official Records Search (Report Included)	$0.00
OSHA Investigative Reports Search	$1.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00
-1,001 - 5,000	$0.00
-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Professional Licenses (Report Included)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram)	$0.00
Satellite Image Search	$0.00
SEC Filings Search	$3.50
Sexual Offenders (Report Included)	$0.00
SIRIS	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00

Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Government Location Report (charged per search)	$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.00
-Internet Domain Names	$0.00
-IRS 5500	$0.50
-Liens and Judgments	$0.00

-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
-Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	$0.00
Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00
-Driver Licenses Information	$0.00
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00
-Phones Plus	$0.50
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.50
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50

-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95

Consumer InstantID With Red Flags Rule	$0.90
Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Non-FCRA Addendum to the LexisNexis Master Terms and Conditions (form LNMTC)

This Non-FCRA Addendum (the "**Non-FCRA Addendum**") is entered into as of _____ (the "**Effective Date**"), by and between **LexisNexis Risk Solutions FL Inc. and its Affiliates** (hereinafter, "**LNRSFL**"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and _____ (hereinafter, "**Customer**"), with its principal place of business located at _____ _____, each individually referred to as the "**Party**" and collectively as the "**Parties**."

WHEREAS, Customer has executed the LexisNexis Master Terms and Conditions (form LNMTC) (the "**Master Terms**") for the LN Services (as defined in the Master Terms); and

WHEREAS, the Parties wish to add certain terms and conditions to the Master Terms to govern the provision of Non-FCRA LN Services (as defined below).

NOW, **THEREFORE**, LNRSFL and Customer agree to be mutually bound by the additional terms and conditions of this Non-FCRA Addendum, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. **Non-FCRA Use Restrictions**. The LN Services provided pursuant to this Non-FCRA Addendum and described in a Schedule A (as defined in the Master Terms) as Non-FCRA are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports," as that term is defined in the FCRA (the "**Non-FCRA LN Services**"). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by this Non-FCRA Addendum, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to collect a debt, provided that such debt collection does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; or (6) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section 1, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

2. **General.** Customer and LNRSFL agree that: (i) capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Master Terms; (ii) this Non-FCRA Addendum modifies and amends only those specific terms of the Master Terms expressly referenced herein; and (iii) all terms of the Master Terms are hereby restated as if written herein, shall remain in full force and effect, and shall constitute the legal valid, binding and enforceable obligations of the parties; and (iv) the LexisNexis Risk Solutions Application, the Master Terms, the Non-FCRA Addendum and the applicable Schedules A are collectively referred to as the "**Agreement**" for purposes of governing the provision and use of the Non-FCRA LN Services.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Non-FCRA Addendum on behalf of the Customer listed above.

CUSTOMER:

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-238738

Date Filed:
07/19/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LexisNexis Risk Solutions FL Inc.
Alpharetta, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY CONSTABLES Precinct 3

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-17-215-00-00
Online Investigative Tool

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
RELX U.S. Holdings Inc.	Newton, MA United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

NOTARY PUBLIC STATE OF OHIO

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Marcy Lisle, Sr. Proposal Writer, this the 25th day of July, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Micah Asch Printed name of officer administering oath	Proposal Manager Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-238738

Date Filed:
07/19/2017

Date Acknowledged:
08/03/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LexisNexis Risk Solutions FL Inc.
Alpharetta, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY CONSTABLES Precinct 3

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-17-215-00-00
Online Investigative Tool

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
RELX U.S. Holdings Inc.	Newton, MA United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Invoices for Billgroup#12802H--E-mail for Rocio Villarreal

From : Steve Crain <scrain@atlashall.com> Thu, Aug 03, 2017 03:20 PM
Subject : RE: Invoices for Billgroup#12802H--E-mail for Rocio Villarreal 4 attachments
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The contract is OK.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, August 03, 2017 3:04 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Fwd: Invoices for Billgroup#12802H--E-mail for Rocio Villarreal

Mr. Crain:

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

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Sent: Thursday, July 27, 2017 11:46:19 AM
Subject: Re: Invoices for Billgroup#12802H--E-mail for Rocio Villarreal

Mr. Crain:

Can you please provide a status.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Sent: Thursday, July 20, 2017 1:15:11 PM
Subject: Re: Invoices for Billgroup#12802H--E-mail for Rocio Villarreal

Mr. Crain:

Attach is the reply from lexis nexis for the question below.

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

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, July 19, 2017 3:18:30 PM
Subject: RE: Invoices for Billgroup#12802H--E-mail for Rocio Villarreal

What purpose will the County be using the addendum?

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, July 19, 2017 1:55 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Fwd: Invoices for Billgroup#12802H--E-mail for Rocio Villarreal

Mr. Crain:

Can you please review and approve as to form.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Sarah McLain (RIS-DAY)" <sarah.mclain@lexisnexisrisk.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Tuesday, July 11, 2017 9:35:02 AM
Subject: RE: Invoices for Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,

See the attached documents that need completed. As we discussed the updated Schedule A with 8/1/17 start date and then the Addendum that needs 8/1/17 at the top as effective date. Let me know if you have any questions. These are the last two pieces of paperwork I need to get the Constable Pct. 3 account started.

Thank you,
Sarah

Sarah McLain

Account Manager
Public Safety and Law Enforcement
LexisNexis | Risk Solutions
937.865.1837 Direct
844.289.1939 Fax
866.277.8407 Customer Service
sarah.mclain@lexisnexisrisk.com

Connect with us on **IdentityGov.com**, **FraudoftheDay.com**, **LinkedIn**, **Twitter** and **Google+**

From: McLain, Sarah (RIS-DAY)
Sent: Monday, July 10, 2017 4:14 PM
To: 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>
Subject: RE: Invoices for Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,

Per our conversation today. I have issued credits for March and April invoices on Constable Precinct 1 account 1644547 due to the fact Joe Espinosa was not using the account yet and still searching under the 12802H account. See the credit request Id# below, these credits will reflect on July's invoice next month. I am also working to get a new Schedule A with an August 1, 2017 start date for the Constable Precinct 3's new Accurint Account. Please let me know if you need anything else from me.

A credit request (ID:164394) entered by Sarah McLain in your approval chain has been approved and posted to the company by N/A.
Credit was for "Hidalgo County Precinct 1 Constable" (BillingID: 1644547) in the amount of $180.00.

A credit request (ID:164404) entered by Sarah McLain in your approval chain has been approved and posted to the company by N/A.
Credit was for "Hidalgo County Precinct 1 Constable" (BillingID: 1644547) in the amount of $180.00.

Thank you,
Sarah

Sarah McLain
Account Manager
Public Safety and Law Enforcement
LexisNexis | Risk Solutions
937.865.1837 Direct
844.289.1939 Fax
866.277.8407 Customer Service
sarah.mclain@lexisnexisrisk.com

Connect with us on **IdentityGov.com**, **FraudoftheDay.com**, **LinkedIn**, **Twitter** and **Google+**

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, July 07, 2017 4:55 PM
To: McLain, Sarah (RIS-DAY) <sarah.mclain@lexisnexisrisk.com>
Subject: Re: Invoices for Billgroup#12802H--E-mail for Rocio Villarreal

Sarah:
Can you please give me a call.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us

2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Sarah McLain (RIS-DAY)" <sarah.mclain@lexisnexisrisk.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, June 14, 2017 12:45:03 PM
Subject: Invoices for Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,

Per our conversation today, I am going to credit the May charges and submit this account be cancelled 6/30/17 since no one is using the system. The new paperwork for Precinct 3 is being reviewed by my Legal dept since it is dated 2016 and over 6months old. I will let you know if new signatures are needed. The start date on the Schedule A should be revised so that the billing starts once the users receive access and are able to use the system. The original start date of February 2017 will get pushed back since it has already passed. Let me know if you have any questions.

The open balance for 12802H is what needs wrapped up and paid. I have attached the invoices for all months open. Nov 2016 thru April 2017.
Let me know if you have any questions.

Thank you,
Sarah

Sarah McLain
Account Manager
Public Safety and Law Enforcement
LexisNexis | Risk Solutions
937.865.1837 Direct
844.289.1939 Fax
866.277.8407 Customer Service
sarah.mclain@lexisnexisrisk.com

Connect with us on **IdentityGov.com**, **FraudoftheDay.com**, **LinkedIn**, **Twitter** and **Google+**

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, June 14, 2017 11:18 AM
To: McLain, Sarah (RIS-DAY) <sarah.mclain@lexisnexisrisk.com>
Subject: Fwd: Revisions Needed - Billgroup#12802H--E-mail for Rocio Villarreal

Sarah:

Attached as requested is the application for Constable Pct 3.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Raquel Ramos" <raquel.ramos@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>

Sent: Thursday, April 13, 2017 8:09:41 AM
Subject: Re: Revisions Needed - Billgroup#12802H--E-mail for Rocio Villarreal

Good morning Rocio,

Sorry it took so long to get you an answer. I wasn't sure which computer was going to be the one that was going to be used. But now that I know which one it's going to be, here is the IP address.

97.77.105.5

If there is anything else needed, please let me know. I'm going to try and submit those invoices again to get Lexis paid, but I can almost guarantee that they're going to kick them back because the contract says $180 a month, and they're charging $194.14. Going to give it a try anyway. Have a great day.

Raquel V. Ramos
Administrative Assistant V
Hidalgo County Constable Pct. 3 Dept.
Ph: 956-581-6800
Fax: 956-519-4245
raquel.ramos@co.hidalgo.tx.us

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Raquel Ramos" <raquel.ramos@co.hidalgo.tx.us>
Sent: Monday, April 10, 2017 9:48:56 AM
Subject: Re: Revisions Needed - Billgroup#12802H--E-mail for Rocio Villarreal

Good Morning.

Can you please provide status.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Raquel Ramos" <raquel.ramos@co.hidalgo.tx.us>
Sent: Tuesday, March 28, 2017 8:39:40 AM
Subject: Re: Revisions Needed - Billgroup#12802H--E-mail for Rocio Villarreal

Raquel:

The IP Adress needed needs to be the computer that he will be signing in from. Please forward me the information so I may submit it.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER

(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Raquel Ramos" <raquel.ramos@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Tuesday, March 7, 2017 3:43:51 PM
Subject: Re: Revisions Needed - Billgroup#12802H--E-mail for Rocio Villarreal

Rocio,

When it comes to IP address is that mine, Constable's? I don't know which computer he will be signing on with so does it have to be computer specific?

As for Vendor to Vendor, I guess we could use

Ivan's Automotive
2245 S. Business Hwy 281
Edinburg, TX 78539
956-380-0555
No Account Number

The other date that goes in the red box has a note that says 2/1/17.

I don't know what else is missing. Let me know about that IP address though.

Raquel V. Ramos
Administrative Assistant V
Hidalgo County Constable Pct. 3 Dept.
Ph: 956-581-6800
Fax: 956-519-4245
raquel.ramos@co.hidalgo.tx.us

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Rachel Ramos" <raquel.ramos@co.hidalgo.tx.us>
Sent: Tuesday, March 7, 2017 3:31:55 PM
Subject: Re: Revisions Needed - Billgroup#12802H--E-mail for Rocio Villarreal

Rachel,
We are still pending the information requested. Please advise status.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Rachel Ramos" <raquel.ramos@co.hidalgo.tx.us>
Sent: Friday, March 3, 2017 3:57:49 PM
Subject: Fwd: Revisions Needed - Billgroup#12802H--E-mail for Rocio Villarreal

Can you please provide the information being requested below by lexis nexis. I will then write it in on the original application you provided me.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Sarah McLain (RIS-DAY)" <sarah.mclain@lexisnexisrisk.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, March 3, 2017 3:26:35 PM
Subject: RE: Revisions Needed - Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,

I see a few revisions that are needed on the paperwork.

1. The website address and External IP address for the Agency needs completed. You can find this by going to www.whatismyip.com

Website address:	External Agency IP Address (https://www.whatismyIP.com):
External Agency IP Range – From:	External Agency IP Range – To:

2. The Business-to-Business Vendor information has to be a vendor the Constable office does business with, it can't be the Constable office itself. For example, a janitorial service or office supply company.

Section IV – Business-to-Business Vendor Reference	
Required for local and municipal agencies:	
Company Name: Hidalgo County Constable Precinct 3	Contact: Raquel V. Ramos
Business Address (street, city, state, zip): 730 N. Breyfogle Rd. Ste B Mission TX 78574	Contact Phone Number: 956-205-7031
E-mail Address: raquel.ramos@co.hidalgo.tx.us	Account Number (if applicable):

3. The effective date on the Non-FCRA addendum needs filled out. This would be the 2/1/2017 date on the Schedule A.

Non-FCRA Addendum to the LexisNexis Master Terms and Conditions (form LNMTC)

This Non-FCRA Addendum (the "**Non-FCRA Addendum**") is entered into as of _____ (the "**Effective Date**"), by and between **LexisNexis Risk Solutions FL Inc. and its Affiliates** (hereinafter, "**LNRSFL**"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and Hidalgo County Constable Precinct 3 (hereinafter, "**Customer**"), with its principal place of business located at 730 N. Breyfogle Rd. Suite B Mission, TX 78574, each individually referred to as the "**Party**" and collectively as the "**Parties.**"

Once these corrections are made please send back to me for processing. I have already submitted the paperwork for Precinct 1.

Let me know if you have any questions.
Thank you,
Sarah

Please be aware that my direct phone number has changed

Sarah McLain
Account Manager
Public Safety and Law Enforcement
LexisNexis | Risk Solutions
937.865.1837 Direct
844.289.1939 Fax
866.277.8407 Customer Service
sarah.mclain@lexisnexisrisk.com

Connect with us on **IdentityGov.com**, **FraudoftheDay.com**, **LinkedIn**, **Twitter** and **Google+**

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, March 03, 2017 2:38 PM
To: McLain, Sarah (RIS-DAY) <sarah.mclain@lexisnexisrisk.com>
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

Sarah:

Attached is the application for Precinct No. 3 Constable Office. Let me know if you need anything else.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Sarah McLain (RIS-DAY)" <sarah.mclain@lexisnexisrisk.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, March 3, 2017 12:39:20 PM
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,

Thank you for sending these Schedule As over. I was looking through my email and I do not see the Application paperwork for Precinct 3. Do you have it and can forward to me for processing? I'm not sure if you sent it to Jackie and I just didn't get it from her or not.

Thank you in advance,
Sarah

Please be aware that my direct phone number has changed

Sarah McLain

Account Manager
Public Safety and Law Enforcement
LexisNexis | Risk Solutions
937.865.1837 Direct
844.289.1939 Fax
866.277.8407 Customer Service
sarah.mclain@lexisnexisrisk.com

Connect with us on **IdentityGov.com**, **FraudoftheDay.com**, **LinkedIn**, **Twitter** and **Google+**

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, March 02, 2017 11:19 AM
To: McLain, Sarah (RIS-DAY) <sarah.mclain@lexisnexisrisk.com>
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

Sarah:

Good morning. Attached is the agreements signed and approve by the county. Please let me know if you are needing additional information or documentation.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Sarah McLain (RIS-DAY)" <sarah.mclain@lexisnexisrisk.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, February 24, 2017 8:11:46 AM
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,

Thank you so much. Let me know if you need anything additional.

Please be aware that my direct phone number has changed

Sarah McLain
Account Manager
Public Safety and Law Enforcement
LexisNexis | Risk Solutions
937.865.1837 Direct
844.289.1939 Fax
866.277.8407 Customer Service
sarah.mclain@lexisnexisrisk.com

Connect with us on **IdentityGov.com**, **FraudoftheDay.com**, **LinkedIn**, **Twitter** and **Google+**

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, February 23, 2017 5:10 PM
To: McLain, Sarah (RIS-DAY) <sarah.mclain@lexisnexisrisk.com>
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

Ms. Sarah:
I am in the process in having Schedule A signed. I will forward you everything once I receive it back from our County Judge Office.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Sarah McLain (RIS-DAY)" <sarah.mclain@lexisnexisrisk.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Tuesday, February 21, 2017 9:38:39 AM
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,

Please see the attached form 1295 that you require. Do you need anything else from me?

Let me know.
Thank you,
Sarah

Sarah McLain
Account Manager
Public Safety and Law Enforcement
LexisNexis | Risk Solutions
937.247.1922 Direct
844.289.1939 Fax
866.277.8407 Customer Service
sarah.mclain@lexisnexisrisk.com

Connect with us on **IdentityGov.com**, **FraudoftheDay.com**, **LinkedIn**, **Twitter** and **Google+**

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, February 16, 2017 4:47 PM
To: McLain, Sarah (RIS-DAY) <sarah.mclain@lexisnexisrisk.com>
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

Ms. Sarah:

Can you please provide me with a Form 1295. Please follow the instruction on the below link. In addition, as part of the form please include C-17-087-02-21 as the contract number.

Below is the website to login and activate the account:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

If you have any questions please feel free to contact me.
ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Sarah McLain (RIS-DAY)" <sarah.mclain@lexisnexisrisk.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, February 6, 2017 9:20:27 AM
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,

I have attached both Schedule As for Precinct 1 & 3. Please let me know if you need anything else.

Thank you,

Sarah McLain
Account Manager
Public Safety and Law Enforcement
LexisNexis | Risk Solutions
937.247.1922 Direct
844.289.1939 Fax
866.277.8407 Customer Service
sarah.mclain@lexisnexisrisk.com

Connect with us on **IdentityGov.com**, **FraudoftheDay.com**, **LinkedIn**, **Twitter** and **Google+**

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, February 06, 2017 10:03 AM
To: McLain, Sarah (RIS-DAY) <sarah.mclain@lexisnexisrisk.com>
Cc: Apolto, Priscilla Bianca Marie Medenilla (RIS-ILO) <Priscilla.Apolto@lexisnexisrisk.com>
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

Good Morning Ms. Sarah:
I am needing a status of the agreements so I may attach to the agenda item as backup.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Sarah McLain (RIS-DAY)" <sarah.mclain@lexisnexisrisk.com>
Cc: "Priscilla Bianca Marie Medenilla Apolto (RIS-ILO)" <Priscilla.Apolto@lexisnexisrisk.com>
Sent: Friday, February 3, 2017 11:59:37 AM
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

Sarah:

Can you please give me a call. Ms. Jackie was working with me to have this agreement approved by lexis nexis.

You may contact me directly to my phone line at (956) 292-7000 ext. 4868.

thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Sarah McLain (RIS-DAY)" <sarah.mclain@lexisnexisrisk.com>
To: "rocio villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Priscilla Bianca Marie Medenilla Apolto (RIS-ILO)" <Priscilla.Apolto@lexisnexisrisk.com>
Sent: Tuesday, January 31, 2017 9:09:56 AM
Subject: FW: Billgroup#12802H--E-mail for Rocio Villarreal

Hello Rocio,

My name is Sarah McLain and I have taken over your Account replacing Jackie Koski. I just called and left you a voicemail message in regards to the December invoice you received charging 6 users. After looking into your Account the billing is set-up to bill a minimum of 3 users and billing only Active users. This means that the 6 active IDs on your Account are all being billed and we need to delete some so this doesn't keep charging you for 6. I have listed the Active IDs below please let me know which IDs to remove from the Account and I will credit your Account for 3 users. I have also copied the collector for your Account, Priscilla Apolto, so she is aware that we are issuing a credit for December. Please give me a call or email back and I will get this corrected. Let me know if you have any questions.

Thank you,
Sarah

Full Name	Login ID
12802H LAW ENFORCEMENT	Z439XFJ
EDNA KIRBY	EDNAKIRBY
Jose Espinosa	JEspinosa33
Larry Gallardo	LARRYGALLARDO
Melinda Vela	0H21J0J
Ray Sanchez	RAYSANCHEZ

Sarah McLain
Account Manager
Public Safety and Law Enforcement
LexisNexis | Risk Solutions

937.247.1922 Direct
937.245.9372 Mobile
844.289.1939 Fax
866.277.8407 Customer Service
sarah.mclain@lexisnexisrisk.com

Connect with us on IdentityGov.com, FraudoftheDay.com, LinkedIn, Twitter and Google+

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, January 27, 2017 12:10 PM
To: Koski, Jacqueline (RIS-DAY) <jackie.koski@lexisnexisrisk.com>
Subject: Fwd: Billgroup#12802H--E-mail for Rocio Villarreal

Good Morning Ms. Jackie,

Will you be able to assist us. The invoice attach is billing for 6 users instead of 2. Can you please direct me who I can speak to.

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

----- Forwarded Message -----
From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Jacqueline Koski (RIS-DAY)" <jackie.koski@lexisnexisrisk.com>
Sent: Wednesday, January 25, 2017 10:35:38 AM
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

Ms. Jackie:

Can you please assist us with this invoice. It is showing 6 users. This is the billgroup for our constables office that we been wanting to split for Constable Precinct No. 1 and 3.

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

----- Original Message -----
From: "Jacqueline Koski (RIS-DAY)" <jackie.koski@lexisnexisrisk.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, January 20, 2017 3:33:56 PM
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,
Here is the Application/Agreement. I will need one for each Pct (most of the info. may be the same). I will need to request the updated schedule A's.

Jackie Koski, Client Account Manager
Government Tax & Revenue
LexisNexis | Risk Solutions
937.247.1541 Direct
866.960.2384 Fax
866.277.8407 Customer Service
jackie.koski@lexisnexisrisk.com

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, January 20, 2017 4:10 PM
To: Koski, Jacqueline (RIS-DAY)
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

Okay, what I don't have is the agreement. Can you send me the revised Schedule A and Agreement. I already have the department filling the application.

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

----- Original Message -----
From: "Jacqueline Koski (RIS-DAY)" <jackie.koski@lexisnexisrisk.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, January 20, 2017 3:08:19 PM
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

I could honor the same pricing, no problem with that.

Jackie Koski, Client Account Manager
Government Tax & Revenue
LexisNexis | Risk Solutions
937.247.1541 Direct
866.960.2384 Fax
866.277.8407 Customer Service
jackie.koski@lexisnexisrisk.com

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, January 20, 2017 3:55 PM
To: Koski, Jacqueline (RIS-DAY)
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

If the Schedule A is out of date from August thru today what would be there billing rate? Would it be different?

ROCIO VILLARREAL
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(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

----- Original Message -----
From: "Jacqueline Koski (RIS-DAY)" <jackie.koski@lexisnexisrisk.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, January 20, 2017 2:47:28 PM
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,
These Schedule A's are quite a bit out of date (August) so we do need more current ones. I can get updated ones for you. Also,I need the application and agreement completed and signed as well, those were not included in the attachment.

Jackie Koski, Client Account Manager
Government Tax & Revenue
LexisNexis | Risk Solutions
937.247.1541 Direct
866.960.2384 Fax
866.277.8407 Customer Service
jackie.koski@lexisnexisrisk.com

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, January 19, 2017 5:09 PM
To: Koski, Jacqueline (RIS-DAY)
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

Ms. Jackie:

Can you please advise what else are you needing.

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

----- Original Message -----
From: "Jacqueline Koski (RIS-DAY)" <jackie.koski@lexisnexis.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, December 5, 2016 2:37:29 PM
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,
Any progress with this yet? Anything I can help you with?
There is one document (the Schedule A), that I may have to get the dates updated.

Jackie Koski
Jackie.koski@lexisnexis.com
937-247-1541 direct
866-277-8407 24hr Customer Service

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, November 10, 2016 12:07 PM
To: Koski, Jacqueline (RIS-DAY)
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

let me work on it today Jackie and will provide it by the end of the day.

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

----- Original Message -----
From: "Jacqueline Koski (RIS-DAY)" <jackie.koski@lexisnexis.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, November 7, 2016 11:24:36 AM
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,
Just checking the status of the Paperwork for the Accurint accounts. Let me know if you have questions.

Jackie Koski
Jackie.koski@lexisnexis.com
937-247-1541 direct
866-277-8407 24hr Customer Service

-----Original Message-----
From: Koski, Jacqueline (RIS-DAY)
Sent: Tuesday, August 30, 2016 5:20 PM
To: 'Rocio Villarreal'
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,
The form has been completed and is attached. Please let me know if you receive it okay.

Jackie Koski
Jackie.koski@lexisnexis.com
937-247-1541 direct
866-277-8407 24hr Customer Service

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, August 29, 2016 4:22 PM
To: Koski, Jacqueline (RIS-DAY)
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

Jackie:

I am currently working on having the contract on the agenda for approval. I am now needing the Form 1295 for Contract No. C-16-313-08-30. Please reference the contract number in the form or the billgroup#.

Below is the website to login:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

----- Original Message -----
From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Jacqueline Koski (RIS-DAY)" <jackie.koski@lexisnexis.com>
Sent: Thursday, August 25, 2016 4:03:36 PM
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

That will work.

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

----- Original Message -----
From: "Jacqueline Koski (RIS-DAY)" <jackie.koski@lexisnexis.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, August 25, 2016 4:00:12 PM
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

We can start it effective Sept. 1st, will that be okay? Our billing always starts on the 1st day of the month. Once I get the paperwork back, if will take about 7-10 business days for processing. Please let me know if you have questions on the forms.

Jackie Koski
Jackie.koski@lexisnexis.com
937-247-1541 direct
866-277-8407 24hr Customer Service

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, August 25, 2016 4:58 PM
To: Koski, Jacqueline (RIS-DAY)
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

Jackie:

I am in receipt of the agreements for the Constables Office. I am having the agreement approved by our Commissioners' Court on Aug. 30, 2016. Can you have the agreements revised to commence term on August 31, 2016?

Please advise.

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

----- Original Message -----
From: "Jacqueline Koski (RIS-DAY)" <jackie.koski@lexisnexis.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, August 18, 2016 3:28:02 PM
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,
Just checking to make sure you received the mailed documents for the Accurint service. We sent them last week to your attention (UPS tracking #1Z4052370158455848). We had trouble e-mailing and faxing them, so we mailed them. Please let me know and I will be happy to walk you through everything.

Jackie Koski
Jackie.koski@lexisnexis.com
937-247-1541 direct
866-277-8407 24hr Customer Service

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, July 25, 2016 5:07 PM
To: Koski, Jacqueline (RIS-DAY)
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

I only received this email but no attachments. How have we done it in the pass so i can receive them?

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

----- Original Message -----
From: "Jacqueline Koski (RIS-DAY)" <jackie.koski@lexisnexis.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, July 25, 2016 4:01:48 PM
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,
I know you have had trouble receiving my e-mails in the past when there are attachments so I wanted to make sure you received the documents okay that I just sent. Let me know if you did not.

Jackie Koski
Jackie.koski@lexisnexis.com
937-247-1541 direct
866-277-8407 24hr Customer Service

-----Original Message-----
From: Koski, Jacqueline (RIS-DAY)
Sent: Monday, July 25, 2016 4:54 PM
To: 'Rocio Villarreal'
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,

Attached are the documents to start the separate account for Pct. 1 and Pct. 3. There is a separate Schedule A for each of them, plus they both need to fill out a copy of the agreement attachment.

- Attachment #1: Underlying Agreement documents that are required for all new accounts—Application/Agreement, Non-FCRA Addendum and Non-FCRA Permissible Use Certification (I need one complete for both Pct.)
- Attachment #2: Schedule A that outlines your specific pricing plan (one for Pct. 1 and one for Pct. 3)
- If you are Tax-exempt, please provide a copy of the tax exempt certificate for your agency (you can feel free to send this later if you decide to continue with a paid account)

Please let me know if you need any assistance completing the paperwork. It typically will take 7-10 businesses days for processing and includes an onsite visit. If there is any additional information we need, you or the designated person from your agency will be contacted.

A few things to remember when completing the application:
- Do not use abbreviations in the agency name (please spell everything out)
- Be sure to enter the street address in which the Accurint data will be accessed
- For your IP Address, please make sure it is the "external" IP which can be found by going to www.whatismyip.com
- For questions or assistance with completing the application, please contact: Jackie Koski, 937-247-1541

Jackie Koski
Jackie.koski@lexisnexis.com
937-247-1541 direct
866-277-8407 24hr Customer Service

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, July 20, 2016 11:16 PM
To: Koski, Jacqueline (RIS-DAY)
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Yes Jackie go ahead n send it to me. Have anyone from the constable office made contact with you?
----- Original Message -----
From: Jacqueline Koski (RIS-DAY) <jackie.koski@lexisnexis.com>
To: Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wed, 20 Jul 2016 17:37:11 -0500 (CDT)
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,
Just checking to see if you are ready for me to send you the paperwork for the Accurint for Law Enforcement for the constables. Let me know and I will get them to you.

Jackie Koski
Jackie.koski@lexisnexis.com<mailto:Jackie.koski@lexisnexis.com>
937-247-1541 direct
866-277-8407 24hr Customer Service

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, June 21, 2016 3:11 PM
To: Koski, Jacqueline (RIS-DAY)
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

Ms. Jackie:

I haven't received any email of what we discussed couple of weeks ago on reference in upgrading the constables office accounts. Can you please send me something I can forward the constable office so they can decide to keep the account as is or upgrade.

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<mailto:rocio.villarreal@co.hidalgo.tx.us>
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us<mailto:rocio.villarreal@co.hidalgo.tx.us>>
To: "Jacqueline Koski (RIS-DAY)" <jackie.koski@lexisnexis.com<mailto:jackie.koski@lexisnexis.com>>
Sent: Friday, June 3, 2016 9:52:48 AM
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

yes. please call me whenever you get a chance.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us<mailto:rocio.villarreal@co.hidalgo.tx.us>
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Jacqueline Koski (RIS-DAY)" <jackie.koski@lexisnexis.com<mailto:jackie.koski@lexisnexis.com>>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us<mailto:rocio.villarreal@co.hidalgo.tx.us>>
Sent: Friday, June 3, 2016 9:41:13 AM
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Hi Rocio,
My apologies for overlooking this! I can help you on this. Are you available this morning to talk?

Jackie Koski
Jackie.koski@lexisnexis.com<mailto:Jackie.koski@lexisnexis.com>
937-247-1541 direct
866-277-8407 24hr Customer Service

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, June 03, 2016 10:04 AM
To: Koski, Jacqueline (RIS-DAY)
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

Ms. Jackie:

Did you receive my previous email on reference to Billgroup#12802H?

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us<mailto:rocio.villarreal@co.hidalgo.tx.us>
2812 S. Business Hwy 281

Edinburg, Texas 78539

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us<mailto:rocio.villarreal@co.hidalgo.tx.us>>
To: "Jacqueline Koski (RIS-DAY)" <jackie.koski@lexisnexis.com<mailto:jackie.koski@lexisnexis.com>>
Sent: Tuesday, May 31, 2016 9:51:57 AM
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

Good Morning Ms. Jackie:

Would like to revisit this account in deleting one user and separating the remainder users into two agreements. Can you please contact me so we may discuss the agreements.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us<mailto:rocio.villarreal@co.hidalgo.tx.us>
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Jacqueline Koski (RIS-DAY)" <jackie.koski@lexisnexis.com<mailto:jackie.koski@lexisnexis.com>>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us<mailto:rocio.villarreal@co.hidalgo.tx.us>>
Sent: Friday, October 9, 2015 3:28:11 PM
Subject: RE: Billgroup#12802H--E-mail for Rocio Villarreal

Okay, I just sent to faxes to: 956-292-7612

One fax is for Pct. 1 and the other is for Pct. 3. Both are 16 pages. Please let me know if you received them okay.

Jackie Koski
Jackie.koski@lexisnexis.com<mailto:Jackie.koski@lexisnexis.com>
937-247-1541 direct
866-277-8407 24hr Customer Service

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, October 09, 2015 3:48 PM
To: Koski, Jacqueline (RIS-DAY)
Subject: Re: Billgroup#12802H--E-mail for Rocio Villarreal

You can also try 956-292-7612.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us<mailto:rocio.villarreal@co.hidalgo.tx.us>
2812 S. Business Hwy 281
Edinburg, Texas 78539

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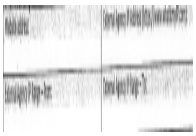

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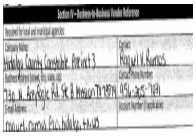

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31 KB

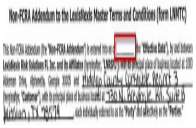

image003.jpg
26 KB

Full Name	Login ID
12862H LAW ENFORCEMENT	Z436KFJ
EDNA KIRBY	EDNAKIRBY
Jose Espinosa	JEspinosa33
Larry Gallardo	LARRYGALLARDO
Melinda Vela	0H21J0J
Ray Sanchez	RAYSANCHEZ

image004.png
13 KB

AI-61048 **Purchasing Department** **25. G. 1.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final negotiated contract with H-E-B RxTRA Advantage for Hidalgo County Indigent Health Care Level 2 Pilot Program "Online Pharmacy Billing Services" which is inclusive of the "Best and Final Offer".

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** Pending

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

BUDGETARY IMPACT:

Pending funding to be identified for this program/project. New program number has been requested from the Auditor's Office.

Attachments

HB1295
Legal Approval
Contract

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/04/2017 04:08 PM
Budget & Management	Veronica Ortiz	08/04/2017 04:11 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Heidi Ortiz		Started On: 08/04/2017 02:51 PM
Final Approval Date: 08/04/2017		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-228118

Date Filed:
06/23/2017

Date Acknowledged:
08/03/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
H-E-B RxTRA Advantage
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017-149-06-21-HGO
Administration of Pharmacy Benefit Management for Online Pharmacy Billing Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Menchaca, Elva	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-228118

Date Filed:
06/23/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
H-E-B RxTRA Advantage
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017-149-06-21-HGO
Administration of Pharmacy Benefit Management for Online Pharmacy Billing Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Menchaca, Elva	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

NOTARY PUBLIC STATE OF TEXAS
TINA PRINCE
My Commission Expires
February 15, 2019

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Elva Menchaca
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Elva Menchaca, this the 23rd day of June, 2017, to certify which, witness my hand and seal of office.

Tina Prince
Signature of officer administering oath

Tina Prince
Printed name of officer administering oath

Notary
Title of officer administering oath

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

Re: Online Pharmacy Billing Services

From : Robert Vina <robert.vina@da.co.hidalgo.tx.us> Fri, Aug 04, 2017 02:22 PM

1 attachment

Subject : Re: Online Pharmacy Billing Services

To : Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us>

Cc : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Victor Garza <victor.garza@da.co.hidalgo.tx.us>

Good Afternoon Heidi,
As discussed, sections 3 and 5 of the online pharmacy service agreement has been modified to include the requested language regarding reference to the applicable fee schedule.

Additionally, provision No. 11 was modified to include the reference to the County's option to extend the contract for an additional year under the same rates, terms and conditions since this provision which is in the RFP was not in the agreement.

Additionally, the agreement did not include the reference to the County's option to extend the contract as provided in the RFP, so it was included in section 11.

Lastly, the date of approval by the Commissioner's Court on the last page reflected a date in the past, so it was removed and replaced with blanks.

This service agreement is approved as to form with the inclusion of the above referenced modifications. Please find a draft attached with said modifications included. Please let us know if you have any questions.
Thank you,

Robert Viña III

Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
(956) 292-7609 EXT 8187
(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

****

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO robert.vina@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

****

On Tue, Aug 1, 2017 at 1:49 PM, Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us> wrote:

> Hi Bobby:
>
> First, let me say how sorry I am for your loss. My thoughts and prayers are with you. Now, I need to have the attached contract by Friday to attach to the agenda of the 8th. It is pretty much complete already it's just that I am not sure how to put in the pricing information and I was hoping you could help me. I spoke with Victor and he said you would be back on Thursday so this should speak to my high regards for you in deciding to take my chances and wait for you. The contract needs to be in effect by September 1 so if we need to wait till the CC meeting of the 22nd that's ok. Let me know what you think.
>
> Once again, my sincerest condolences.
>
> Heidi
>
> --
> Heidi Garcia Ortiz, Buyer III
> Hidalgo County Purchasing Department
> 2802 S. Business Hwy 281
> Edinburg, TX 78539
> 956-292-7000 Ext. 4877
> 956-292-7612 Fax
> heidi.ortiz@co.hidalgo.tx.us

MODIFIED-Online Pharmacy Service Contract.docx
24 KB

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICES AGREEMENT
C-17-149-08-08

THIS AGREEMENT is made as of the 8th day of August, **2017** by and between **COUNTY OF HIDALGO, TEXAS,** a political subdivision of the State of Texas ("County") and **H.E.B.** (the "Company").

W I T N E S S E T H:

WHEREAS, County desires to contract for Online Pharmacy Billing Services for qualified clients of the County Indigent Health Care Level 2 Pilot Program of County's Health & Human Services Department (hereinafter "Health Department") that are more specifically set forth hereinafter;

WHEREAS, Company has submitted a proposal to provide services in accordance with the specifications as bid, a copy of Request for Proposals (RFP) Procurement Packet and Proposal being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications") and agreed to provide the services enumerated hereinafter for Health & Human Services Department; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioner's Court of County awarded the bid to Company.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Company agree as follows:

1. Company agrees to provide to County and its Health & Human Services Department the services required of Online Pharmacy Billing Services for the County's

Health & Human Services Department County Indigent Health Care Level 2 Pilot Program. These services include, but are not limited to:

a) Provide and maintain a system for pharmacies within the network to bill claims online;

b) Provide a discount for all prescriptions billed online of at least AWP less 40% of net cost for generic and 13% brand drug as starting point;

c) Provide the ability to limit members to three prescriptions per month;

d) Provide the ability to limit members to a certain amount per drug per month;

e) Provide real-time online eligibility management;

f) Provide ability to maintain and develop a network of pharmacies;

g) Provide bi-weekly, monthly and quarterly reports summarizing drug expenditures;

h) Provide Customer Service Help Desk to service the County of Hidalgo members and providers;

i) Provide ability to load electronic eligibility files within 24 hours of receipt;

j) Provide ability to maintain and provide a cost-effective drug formulary;

k) Impose a generic only program with an override feature for any name brand drug;

l) Provide the same pricing to members who exceed the three prescriptions per month as the County would receive;

m) Provide County with all rebates issued by pharmaceutical companies for any medications;

n) Provide electronic billing to interface with software provider for County of Hidalgo Health and Human Services;

o) Provide ability to run real-time online reports;

p) Provide actual numbers of covered lives for any date range requested on reports;

q) Provide a yearly summary report reflecting drug utilization and identify potential cost savings to the County.

This agreement does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company represents that it is 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 Company shall immediately notify the County Judge of Hidalgo.

3. As consideration for the above and foregoing, County agrees to pay Company the dollar amount(s) in accordance with the fee schedule set out in Exhibit "B" and incorporated herein by reference.

4. When County determines that it needs a quantity of the products to be delivered, it will, according to its Purchasing Policies, complete and submit to Company a Purchase Order describing the type and quantity of the products required. The products are to be delivered by Company to the location in Hidalgo County specified by County in its Purchase Order.

5. As consideration for rendering the Service provided under this Contract, the County agrees to pay Company for each Purchase Order based on the fee schedule set out in Exhibit "B". Company shall render invoices for each Purchase Order, and the invoices shall be paid by County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

6. Company must comply with all applicable laws and regulations of the State of Texas and County and Health & Human Services Department policies. Notwithstanding the foregoing sentence, Company represents and maintains that Company is an independent Contractor and is not an employee of County, the Health & Human Services Department, or any agency thereof, and represents and warrants that Company does not desire or request any fringe benefits provided to employees of County, Health & Human Services Department and/or any agency of County.

7. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

8. Company agrees to provide liability insurance covering all 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.

9. Company may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

10. **Indemnification: Company will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Company's or that of any person providing services hereunder through or for the Company. Upon written notice from the County, the Company will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Company will carry proper insurance with the County as an additional named insured.**

11. This Contract shall be for a period of twelve (12) months commencing on September 1, 2017 and expiring on August 31, 2018, with the County's option to renew for an additional one (1) year term under the same rates, terms, and conditions.

12. **Texas Law to Apply.** 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

13. **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.

14. **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.

15. 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
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Company: H-E-B Rxtra Advantage
646 South Flores Street
San Antonio, TX 78204

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.

16. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County.

17. **Nondiscrimination:** Company/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

18. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

19. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

20. 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.

21. 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.

EXECUTED and effective as of the day and year first written above.

Approved by Commissioners' Court on this the _____ day of _____, 2017.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COMPANY:

By: _____

Printed: _____

Date: _____

Approved as to form:
Office of the District Attorney

By: _____
Robert Vina, III, Assistant DA

Date: _____

EXHIBIT "A"
REQUEST FOR PROPOSALS PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

June 5, 2017

_____

_____

_____

_____

Re: **HIDALGO COUNTY** HEALTH **DEPARTMENT**
Request for Proposals –**"Online Pharmacy Billing Services"**
RFP NO: 2017-149-06-21-HGO

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for your 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/*hgo*

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR PROPOSAL (RFP)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources)
"Online Pharmacy Billing Services"
RFP NO: 2017-149-06-21-HGO

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4.	Exhibit B, Evaluation Form	2
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6.	Exhibit D,CIQ Conflict of Interest Questionnaire (if applicable)	3
7.	Exhibit E, Vendor/Bidder Application and W-9 form	7
8.	Exhibit F, Certification Regarding Debarment	2
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10.	Exhibit H, Proposer's Affidavit	2
11.	RFP Submittal Checklist	1
12.	Draft Professional Service Agreement	11

The above-mentioned items shall be found in the Request for Proposal (RFP) packet that is attached herewith. Should you find that any item is 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

6-5-17
Date

RFP NO: 2017-149-06-21-HGO	BUYER III: Heidi Garcia Ortiz	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"ONLINE PHARMACY BILLING SERVICES"
(All funding sources)

BID OPENING DATE

JUNE 21, 2017 @ 9:30 a.m.

Contact Person: Heidi Garcia Ortiz, Buyer III

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

1) Sealed proposals will be received for **"Hidalgo County– Online Pharmacy Billing Services",** 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"). A 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 and **one (1) CD in PDF format** 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: 2017-149-06-21-HGO - Hidalgo County-(all funding sources) "Online Pharmacy Billing Services"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, June 21, 2017.**

NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFP NO: 2017-149-06-21-HGO - Hidalgo County (all funding sources)- Online Pharmacy Billing Services". Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities or to accept the proposal considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your RFP:

1. Legal Notice (See page 9);
2. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
3. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
4. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
5. Certification Regarding Debarment (See **Exhibit "F"**);
6. Proposer's Affidavit (See Exhibit "H"); and
7. RFP Submittal Check List (See page following Proposer's Affidavit)
8. SAMS.gov Registration Acknowledgement (See Number 18 below).

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.** 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 circumstance 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 catalog 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) The 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 FOR GOODS AND SERVICES: (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-**"Hidalgo County- Online Pharmacy Billing Services "**
  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
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17) **SCHEDULE OF EVENTS:**

Proposal Acceptance Date Opening, 9:30 A.M.	**June 21, 2017**
Award of Contract:	
Commence Service or Products:	

18) **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed by a surety company authorized to do business in Texas. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management @ www.sam.gov.**

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to the 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) **TITLE VI NOTICE/NONDISCRIMATION**

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. The bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20) **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.

21) **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective **January 1, 2016,** 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.

Complete Form CIQ must be submitted 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 PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

- **As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP Project No. (i.e. 2017-149), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to heidi.ortiz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:**

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23) 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.

24) 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.

25) 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.

26) The successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27) 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) days written notice prior to cancellation.

28) 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.

29) 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 the successful proposer.

30) Successful proposer 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 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.

31) 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.

32) 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.

33) 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.

34) Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

HIDALGO COUNTY
(all funding sources)
RFP NO. 2017-149-06-21-HGO
"Online Pharmacy Billing Services"

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,

FIRM: _____

ADDRESS: _____

BY: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSALS

"ONLINE PHARMACY BILLING SERVICES"
RFP NO: 2017-149-06-21-HGO

The County of Hidalgo is seeking to enter into an "Online Pharmacy Billing Services" contract(s) with a state-registered (Texas) Pharmacist. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"Hidalgo County Online Pharmacy Billing Services for Health and Human Services Department"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, June 21, 2017. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO: 2017-149-06-21-HGO

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request for Proposals:

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, with a **Physical location of** 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County Administration Building, Edinburg, Texas, 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE at (956) 292-7612 OR BY EMAIL TO Heidi.ortiz@co.hidalgo.tx.us NO LATER THAN Wednesday, June 14, 2017, *at 5:00 P.M.* Responses will be sent to all applicants via facsimile or email by **Friday, June 16, 2017. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Prior to the award of Contract, 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 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-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) 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 the 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 Proposals (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 hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to make sure that proposal is stamped with the date and time by the County Purchasing Department staff.

SIGNING OF RFP:
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.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of one (1) year, commencing on September 1, 2017, and expiring on August 31, 2018, with the County's option to renew for an additional one (1) year term under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for the unforeseen delay in award of the new request for proposals.

All costs and expenses associated with the preparation and submission of (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

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 RFP REQUIREMENTS

Request For Proposal:
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 and **one (1)** CD in PDF format shall be submitted to the address on the cover letter.

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.

PROJECT OVERVIEW:
The County of Hidalgo is seeking to engage a competent Online Pharmacy Billing Service Company to provide services for the Hidalgo County Health and Human Services Department. The company will provide services for qualified clients of the County Indigent Health Care Level 2 Pilot Program.

SCOPE OF SERVICES:
Hidalgo County is requesting sealed statements of qualifications from an experienced Online Pharmacy Billing Services Company required for the "Online Pharmacy Billing Services" for Hidalgo County Health and Human Services Department. The contract will encompass all services to the County of Hidalgo including, but not limited to, the following:

a. Provide system for pharmacies within the network to bill claims online;

b. Provide a discount for all prescriptions billed online of at least AWP less 40% of net cost for generic and 13% brand drug as starting point;

c. Provide the ability to limit members to three prescriptions per month;

d. Provide the ability to limit members to a certain amount per drug per month;

e. Provide real-time online eligibility management;

f. Provide ability to maintain and develop a network of pharmacies;

g. Provide bi-weekly, monthly and quarterly reports summarizing drug expenditures;

h. Provide Customer Service Help Desk to service the County of Hidalgo members and providers;

i. Provide ability to load electronic eligibility files within 24 hours of receipt;

j. Provide ability to maintain and provide a cost-effective drug formulary;

k. Contractor is to impose a generic only program with an override feature for any name brand drug;

l. Provide the same pricing to members who exceed the three prescriptions per month as the County would receive;

m. Provide County with all rebates issued by pharmaceutical companies for any medications;

n. Provide electronic billing to interface with software provider for County of Hidalgo Health and Human Services;

o. Provide ability to run real-time online reports;

p. Provide actual numbers of covered lives for any date range requested on reports;

q. Provide a yearly summary report reflecting drug utilization and identify potential cost savings to the County.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL: The fee will be negotiated based on the scope of work.

PART III-SELECTION AND SCHEDULES

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. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the proposals received in response to this Hidalgo County request for proposals.

B. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFP.

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 RFP's.

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 ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new Online Pharmacy Billing Service for Hidalgo County Health and Human Services Department.

EXHIBIT B

SELECTION CRITERIA

Hidalgo County
"ONLINE PHARMACY BILLING SERVICES"

RFP NO: 2017-149-06-21-HGO

"ONLINE PHARMACY BILLING SERVICES"
SELECTION CRITERIA
RFP: 2017-149-06-21-HGO

Selection Criteria		Points	Score
1. Company's Qualifications	**(25 pts)**		
➢ Provide network of pharmacies			
➢ Experience in pharmacy billing services			
➢ Experience and stability of company			
➢ References are required			
Comments/Rationale For Points:			TOTAL
2. Billing Procedures	**(25 pts)**		
➢ Provide electronic billing to County			
➢ Procedure real-time online eligibility management			
➢ Respond to billing questions			
Comments/Rationale For Points:			TOTAL
3. Rebate Administration	**(25 pts)**		
➢ Provide pharmaceutical rebates to County for eligible prescription drugs			
➢ Provides detail rebate reports			
➢ Provide rebates timely			
Comments/Rationale For Points:			TOTAL
4. Management Reports	**(25 pts)**		
➢ Electronic Reports provided to the County			
➢ Flexibility in meeting the County's reporting needs			
➢ Responses to Auditor inquiries and confirmation requests			
➢ Electronic invoicing to County			
Comments/Rationale For Points:			TOTAL
		Total Score	

Project Name:
Department:
Firm/Participant:
Evaluator: Date:

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hercto). 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	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E L EACH ACCIDENT	$
					E L DISEASE-EA EMPLOYEE	$
					E L DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of 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

Exhibit "D"

CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT "E"

Vendor Application
&
W9

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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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. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally 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 instructions for line 1 and 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. 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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. 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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession

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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 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 Regulations section 1.671-4(b)(2)(i)(A))	The grantor[4]
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 Regulations 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 2.

[4] 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, 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 (TIGTA) 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.

Exhibit "F"

Certificate Regarding Debarment

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 "G"

Title VI Appendices
"A" through "E"

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Exhibit "H"

Proposer's Affidavit

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING
FOR "ONLINE PHARMACY BILLING SERVICES"
PROJECT NO.: RFP 2017-149-06-21-HGO

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 _____, 2017.

_____

Notary Public

My commission expires:_____, 2017

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR PROPOSAL
"ONLINE PHARMACY BILLING SERVICES"

RFB No.: 2017-149-06-21-HGO

RFP SUBMITTAL CHECK LIST

All forms listed below must be included in the RFP Response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" -Acknowledgement forms (Pages 3 & 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ Exhibit "H" Proposer Affidavit

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Seven (7) Copies of Bid(s) and One (1) CD in PDF format (see number 2 of Legal Notice).

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICES AGREEMENT
C-00-000-00-00

THIS AGREEMENT is made as of the ___day of _____, **2017** by and between **COUNTY OF HIDALGO, TEXAS,** a political subdivision of the State of Texas ("County") and _____ (the "Company").

W I T N E S S E T H:

WHEREAS, County desires to contract for Online Pharmacy Billing Services for qualified clients of the County Indigent Health Care Level 2 Pilot Program of County's Health & Human Services Department (hereinafter "Health Department") that are more specifically set forth hereinafter;

WHEREAS, Company has submitted a proposal to provide services in accordance with the specifications as bid, a copy of Request for Proposals (RFP) Procurement Packet and Proposal being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications") and agreed to provide the services enumerated hereinafter for Health & Human Services Department; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioner's Court of County awarded the bid to Company.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Company agree as follows:

1. Company agrees to provide to County and its Health & Human Services Department the services required of Online Pharmacy Billing Services for the County's

Health & Human Services Department County Indigent Health Care Level 2 Pilot Program.

These services include, but are not limited to:

a) Provide and maintain a system for pharmacies within the network to bill claims online;
b) Provide a discount for all prescriptions billed online of at least AWP less 40% of net cost for generic and 13% brand drug as starting point;
c) Provide the ability to limit members to three prescriptions per month;
d) Provide the ability to limit members to a certain amount per drug per month;
e) Provide real-time online eligibility management;
f) Provide ability to maintain and develop a network of pharmacies;
g) Provide bi-weekly, monthly and quarterly reports summarizing drug expenditures;
h) Provide Customer Service Help Desk to service the County of Hidalgo members and providers;
i) Provide ability to load electronic eligibility files within 24 hours of receipt;
j) Provide ability to maintain and provide a cost-effective drug formulary;
k) Impose a generic only program with an override feature for any name brand drug;
l) Provide the same pricing to members who exceed the three prescriptions per month as the County would receive;
m) Provide County with all rebates issued by pharmaceutical companies for any medications;
n) Provide electronic billing to interface with software provider for County of Hidalgo Health and Human Services;
o) Provide ability to run real-time online reports;
p) Provide actual numbers of covered lives for any date range requested on reports;
q) Provide a yearly summary report reflecting drug utilization and identify potential cost savings to the County.

This agreement does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company represents that it is 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 Company shall immediately notify the County Judge of Hidalgo.

3. As consideration for the above and foregoing, County agrees to pay Company $_____ (information to be entered for actual contract).

4. When County determines that it needs a quantity of the products to be delivered, it will, according to its Purchasing Policies, complete and submit to Company a Purchase Order describing the type and quantity of the products required. The products are to be delivered by Company to the location in Hidalgo County specified by County in its Purchase Order.

5. As consideration for rendering the Service provided under this Contract, the County agrees to pay Company for each Purchase Order based on the prices set out in Exhibit "B". Company shall render invoices for each Purchase Order, and the invoices shall be paid by County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

4. Company must comply with all applicable laws and regulations of the State of Texas and County and Health & Human Services Department policies. Notwithstanding the foregoing sentence, Company represents and maintains that Company is an independent Contractor and is not an employee of County, the Health & Human Services Department, or any agency thereof, and represents and warrants that Company does not desire or request any fringe benefits provided to employees of County, Health & Human Services Department and/or any agency of County.

5. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

6. Company agrees to provide liability insurance covering all 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. Company may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

8. **Indemnification: Company will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Company's or that of any person providing services hereunder through or for the Company. Upon written notice from the County, the Company will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Company will carry proper insurance with the County as an additional named insured.**

9. This Contract shall be for a period of _____ months commencing upon Commissioners' Court approval _____and expiring on _____2017.

10. **Texas Law to Apply.** 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

11. **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.

12. **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.

13. 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
100 East Cano, 2nd Floor
Edinburg, Texas 78539

If to Company:

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.

14. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County.

15. **Nondiscrimination:** Company/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

16. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may

become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

17. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

18. 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.

19. 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.

DRAFT

EXECUTED and effective as of the day and year first written above.

Approved by Commissioners' Court on this the _____day of _____, 2017.

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COMPANY:

By: _____

Printed: _____

Date: _____

Approved as to form:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Josephine Ramirez, ADA

Date: _____

DRAFT

EXHIBIT "A"
REQUEST FOR PROPOSALS PROCUREMENT PACKET

DRAFT

DRAFT

EXHIBIT "B"

PROPOSAL

DRAFT

EXHIBIT "C"

INSURANCE

EXHIBIT "B"

PROPOSAL

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646 South Flores, San Antonio, TX 78204

June 28, 2017

Hidalgo County Purchasing Department
2812 So. Business Hwy. 281
Edinburg, TX 78539

Dear Martha Salazar,

Thank you for providing H-E-B with the opportunity to present a proposal for Pharmacy Benefit Management (PBM) services for Hidalgo County. We have already successfully partnered with Hidalgo County in providing pharmacy benefit management services for your County Indigent Health Care Program (CIHCP) and we would be honored to continue our relationship with Hidalgo County. We at H-E-B distinguish ourselves from our competition in the PBM industry by forming partnerships with our clients, focusing on their unique needs and by implementing programs that are flexible and offer the best drug therapies at the lowest net prescription drug cost. If selected, H-E-B will be dedicated to providing Hidalgo County with the most interactive pharmacy and claims administration program in the industry.

H-E-B has partnered with Medimpact to provide PBM Services. Medimpact is the largest privately held PBM in the country, they do not sell drugs, nor do they answer to shareholders or pharmaceutical companies as owners. This allows H-E-B to be free to focus on our priorities, which include providing industry-leading cost management programs and a continued investment in cutting edge technology through an organization that is exclusively dedicated to our clients. You can count on H-E-B and Medimpact's proven capabilities to service members and manage costs.

We understand and share your commitment to education and your involvement in the community. We feel strongly that our business philosophy and model are a great fit to help you accomplish your financial goals, while delivering the best in class service to both you and your employees.

H-E-B and MedImpact have made significant investments in electronic healthcare tools for members to easily access and utilize for their personal health. We will work side by side with Hidalgo County to create a program that best accomplishes your unique employee benefit goals. Our dedicated account executives, account managers, benefit specialists, and clinical pharmacists will provide personalized assistance throughout all phases of the implementation. For optimum flexibility, there are an unlimited number of benefit parameters that our system supports. In addition, we offer customized reports, formularies, pharmacy networks, clinical programs, point-of-sale DUR edits, as well as communication and training materials. From our professional dedication to Internet technology to our attentive customer service staff, we offer Hidalgo County a total systems solution specifically tailored to your unique needs.

In addition to our core capabilities, we offer several distinguishing features when compared to other PBMs:

- **Independence** - A pharmaceutical manufacturer does not own us, nor do we own a mail order service, no conflicting interests.

H-E-B RXTRA ADVANTAGE

646 South Flores, San Antonio, TX 78204

- **Transparency** – Hidalgo County will have access to our contracts to ensure that our discounts and rebates are as promised.

- **Wellness Services** – H-E-B offers wellness services such as Diabetes Management, flu shots, immunizations and health screenings (on-site or at H-E-B pharmacies).

- **Specialty Pharmacy** - H-E-B Specialty Pharmacy services are available to dispense personalized service for medications that treat chronic illnesses and complex health conditions. We coordinate communication between the patient, prescriber, pharmacy and payer. We provide delivery at the retail store, patient's home or to the physician's office:

  - Inflammatory/Autoimmune
  - Hepatitis C
  - Multiple Sclerosis
  - Hypercholesteremia-PCSK9
  - Hereditary Angioedema
  - Hemophilia/Blood Disorders
  - Pulmonary Disease
  - Neutropenia/Thrombocytopenia
  - Oncology
  - Hepatitis B
  - Fertility
  - Pulmonary Arterial Hypertension

- **Compound Pharmacy** - H-E-B Compounding Pharmacy is available to serve the need of creating customized medication solutions for patients at a lower cost.

- **Pharmacy Network Customization** – Additional discounts are offered through our flexible pharmacy network designs. Such designs can include an H-E-B preferred network with a broad network access, narrow network or H-E-B limited network.

- **Choice 90Rx** - We offer a unique-to-industry mail at retail program where members can get their mail order prescriptions at their local pharmacies. This increases member satisfaction, while still providing the same level of mail order discount to Hidalgo County.

Please contact me directly at (210) 938-7373 if you have any questions regarding this proposal or to discuss our offering further.

Sincerely,

Elva Menchaca

Elva Menchaca
Account Manager
H-E-B RxTRA Advantage

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR PROPOSAL
"ONLINE PHARMACY BILLING SERVICES"

RFB No.: 2017-149-06-21-HGO

RFP SUBMITTAL CHECK LIST

All forms listed below must be included in the RFP Response.

Indicate with a check mark (✓) the Forms completed and included in this response:

✓ Page 9 of Legal Notice

✓ Exhibit "B" Bid Page

✓ Exhibit "C" -Acknowledgement forms (Pages 3 & 4)

✓ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)

✓ Exhibit "E" Vendor Bidder Applications and IRS form W-9

✓ Exhibit "F" Certification Regarding Debarment

✓ Exhibit "H" Proposer Affidavit

N/A SAMS.gov Registration Acknowledgement www.sam.gov

✓ One (1) Original, Seven (7) Copies of Bid(s) and One (1) CD in PDF format (see number 2 of Legal Notice).

jbr

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

June 5, 2017

_____

_____

_____

_____

Re: **HIDALGO COUNTY** HEALTH **DEPARTMENT**
Request for Proposals –**"Online Pharmacy Billing Services"**
RFP NO: 2017-149-06-21-HGO

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for your 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/*hgo*

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR PROPOSAL (RFP)

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HIDALGO COUNTY
(Including all funding sources)
"Online Pharmacy Billing Services"
RFP NO: 2017-149-06-21-HGO

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2.	Request for Proposal , Legal Notice	9
3.	Exhibit A, Requirements	7
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5.	Exhibit C, Insurance Requirements, Insurance/Project Acknowledgement Forms	4
6.	Exhibit D,CIQ Conflict of Interest Questionnaire (if applicable)	3
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12.	Draft Professional Service Agreement ✓reviewed by client	11

The above-mentioned items shall be found in the Request for Proposal (RFP) packet that is attached herewith. Should you find that any item is 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

6-5-17
Date

RFP NO: 2017-149-06-21-HGO	BUYER III: Heidi Garcia Ortiz	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"ONLINE PHARMACY BILLING SERVICES"
(All funding sources)

BID OPENING DATE

JUNE 21, 2017 @ 9:30 a.m.

Contact Person: Heidi Garcia Ortiz, Buyer III

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

1) Sealed proposals will be received for **"Hidalgo County– Online Pharmacy Billing Services"**, 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"). A 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 and **one (1) CD in PDF format** 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: 2017-149-06-21-HGO - Hidalgo County-(all funding sources) "Online Pharmacy Billing Services"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, June 21, 2017.**

NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFP NO: 2017-149-06-21-HGO - Hidalgo County (all funding sources)- Online Pharmacy Billing Services". Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities or to accept the proposal considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your RFP:

1. Legal Notice (See page 9);
2. Insurance pages with Acknowledgment Forms (See **Exhibit "C"**);
3. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "D"**);
4. Vendor Bidder Application & W-9 forms (See **Exhibit "E"**);
5. Certification Regarding Debarment (See **Exhibit "F"**);
6. Proposer's Affidavit (See Exhibit "H"); and
7. RFP Submittal Check List (See page following Proposer's Affidavit)
8. SAMS.gov Registration Acknowledgement (See Number 18 below).

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.** 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 circumstance 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 catalog 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) The 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 FOR GOODS AND SERVICES: (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-**"Hidalgo County- Online Pharmacy Billing Services "**
  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
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17) SCHEDULE OF EVENTS:

Proposal Acceptance Date Opening, 9:30 A.M.	**June 21, 2017**
Award of Contract:	
Commence Service or Products:	

18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed by a surety company authorized to do business in Texas. **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management @ www.sam.gov.**

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to the 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) **TITLE VI NOTICE/NONDISCRIMATION**

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. The bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20) **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.

21) **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective **January 1, 2016,** 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.

Complete Form CIQ must be submitted 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 PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

- **As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP Project No. (i.e. 2017-149), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to heidi.ortiz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:**

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23) 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.

24) 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.

25) 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.

26) The successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

27) 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) days written notice prior to cancellation.

28) 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.

29) 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 the successful proposer.

30) Successful proposer 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 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.

31) 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.

32) 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.

33) 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.

34) Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

HIDALGO COUNTY
(all funding sources)
RFP NO. 2017-149-06-21-HGO
"Online Pharmacy Billing Services"

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,

FIRM: H-E-B RxTRA Advantage

ADDRESS: 646 South Flores Street, San Antonio, TX 78204

BY: Elva Menchaca

PRINT NAME: Elva Menchaca

TITLE: Account Manager

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSALS

"ONLINE PHARMACY BILLING SERVICES"
RFP NO: 2017-149-06-21-HGO

The County of Hidalgo is seeking to enter into an "Online Pharmacy Billing Services" contract(s) with a state-registered (Texas) Pharmacist. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"Hidalgo County Online Pharmacy Billing Services for Health and Human Services Department"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, June 21, 2017. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO: 2017-149-06-21-HGO

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request for Proposals:

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, with a **Physical location of** 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County Administration Building, Edinburg, Texas, 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE at (956) 292-7612 OR BY EMAIL TO Heidi.ortiz@co.hidalgo.tx.us NO LATER THAN Wednesday, June 14, 2017, *at 5:00 P.M.* Responses will be sent to all applicants via facsimile or email by **Friday, June 16, 2017. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Prior to the award of Contract, 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 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-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) 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 the 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 Proposals (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 hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to make sure that proposal is stamped with the date and time by the County Purchasing Department staff.

SIGNING OF RFP:
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.

TERM OF CONTRACT:
It is intended that the term of the contract will be for an initial period of one (1) year, commencing on September 1, 2017, and expiring on August 31, 2018, with the County's option to renew for an additional one (1) year term under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for the unforeseen delay in award of the new request for proposals.

All costs and expenses associated with the preparation and submission of (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

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 RFP REQUIREMENTS

Request For Proposal:
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 and **one (1)** CD in PDF format shall be submitted to the address on the cover letter.

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.

PROJECT OVERVIEW:
The County of Hidalgo is seeking to engage a competent Online Pharmacy Billing Service Company to provide services for the Hidalgo County Health and Human Services Department. The company will provide services for qualified clients of the County Indigent Health Care Level 2 Pilot Program.

SCOPE OF SERVICES:
Hidalgo County is requesting sealed statements of qualifications from an experienced Online Pharmacy Billing Services Company required for the "Online Pharmacy Billing Services" for Hidalgo County Health and Human Services Department. The contract will encompass all services to the County of Hidalgo including, but not limited to, the following:

a. Provide system for pharmacies within the network to bill claims online;

b. Provide a discount for all prescriptions billed online of at least AWP less 40% of net cost for generic and 13% brand drug as starting point;

c. Provide the ability to limit members to three prescriptions per month;

d. Provide the ability to limit members to a certain amount per drug per month;

e. Provide real-time online eligibility management;

f. Provide ability to maintain and develop a network of pharmacies;

g. Provide bi-weekly, monthly and quarterly reports summarizing drug expenditures;

h. Provide Customer Service Help Desk to service the County of Hidalgo members and providers;

i. Provide ability to load electronic eligibility files within 24 hours of receipt;

j. Provide ability to maintain and provide a cost-effective drug formulary;

k. Contractor is to impose a generic only program with an override feature for any name brand drug;

l. Provide the same pricing to members who exceed the three prescriptions per month as the County would receive;

m. Provide County with all rebates issued by pharmaceutical companies for any medications;

n. Provide electronic billing to interface with software provider for County of Hidalgo Health and Human Services;

o. Provide ability to run real-time online reports;

p. Provide actual numbers of covered lives for any date range requested on reports;

q. Provide a yearly summary report reflecting drug utilization and identify potential cost savings to the County.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL: The fee will be negotiated based on the scope of work.

PART III-SELECTION AND SCHEDULES

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. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the proposals received in response to this Hidalgo County request for proposals.

B. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFP.

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 RFP's.

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 ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new Online Pharmacy Billing Service for Hidalgo County Health and Human Services Department.

Response to Understanding of Project

Project Overview:

The County of Hidalgo is seeking to engage a competent Online Pharmacy Billing Service Company to provide services for Hidalgo County Health and Human Services Department. The company will provide services for qualified clients of the County Indigent Health Care Level 2 Pilot Program.

Scope of Services (Plan Design):

a. Provide system for pharmacies within the network to bill claims online	Agreed – network pharmacies can bill claims online through MedImpact's PBM platform. The PBM owns and maintains a stable pharmacy network of more than 66,000 retail pharmacies.
b. Provide a discount for all prescriptions billed online of at least AWP less 40% of net cost for generic and 13% brand drug as starting point;	Agreed – H-E-B RxTRA Advantage is able to provide rates that surpass the expected rates disclosed by Hidalgo County.
c. Provide the ability to limit members to three (3) prescriptions per month;	Agreed – We can tailor edits within the copay structure to limit the number of prescriptions a member can get per month. (i.e. Allow only 3 prescriptions per month per member, zero copay for the member) We currently have this type edit in place for Hidalgo County's I.H.S. program.
d. Provide the ability to limit members to a certain amount per drug per month;	Agreed – We can tailor edits within the copay structure to limit members to a certain amount per drug per month. (i.e. restricting members to only 30-day supply). We currently have this type edit in place for Hidalgo County's I.H.S. program.
e. Provide real-time online eligibility management;	Agreed – With the use of MedImpact's claims administration application, MedAccess, you will have real-time online access to claims administration system data. You may manage member eligibility, plan benefits, prior authorizations, claims and appeals and provide patient case management. Key features of the MedAccess application include: - Eligibility maintenance – add, update or terminate member records - Add, update or term enrollees and groups - View enrollee, group and claims information - Analyze a denied claim to determine denial criteria - View prior authorizations and history – add, update or terminate prior authorizations - View member's benefits, including copay, deductible and benefit maximums
f. Provide ability to maintain and develop network of pharmacies;	Agreed - MedImpact owns and maintains a stable pharmacy network of more than 66,000 retail pharmacies. The Pharmacy Network can either be a Standard or Custom Network. In a custom network, pharmacies are to be added or excluded from MedImpact standard networks to meet Hidalgo County's needs.
g. Provide bi-weekly, monthly and quarterly reports summarizing drug expenditures;	Agreed – Our account managers can discuss custom reports for your groups, but the majority of predefined reports are accessible through MedOptimize. Self-Insured Predefined Reports

	MedOptimize® offers a variety of commonly used preformatted reports for analysis. In addition to our main industry standard reports, we offer our self-insured segment customers access to an additional report suite designed just for your market: - Key Indicators - Utilization and Costs - Members - Drugs - Prescribers Additionally, invoices are generated based on preferred billing cycle through the MedImpact Online Reporting (MOR) tool.
h. Provide Customer Service Help Desk to service the County of Hidalgo members and providers;	Agreed – MedImpact maintains a Member, Pharmacy and Provider contact center. The Customer Service Representatives (CSR) are available 24 hour a day, 7 days a week. CSRs will utilize the MedAccess system to provide benefit information such as medication coverage, copays, and in-network pharmacies. CSRs will also analyze claims to interpret restrictions, edits, and POS messages. The County will establish supplemental information during the implementation process that will be used to create procedures that CSRs may reference to determine who is delegated for services and how they are authorized to assist.
i. Provide ability to load electronic eligibility files within 24 hours of receipt;	Agreed – After the full file load is loaded, the County can submit additions, updates and terminations daily, weekly, monthly or as often as you elect. In general, we load data files received by 7:00 p.m. CST within 1 business day. We handle manual updates processed through our claims administration application immediately in real-time. Eligibility information is available to the network within 24 hours.
j. Provide ability to maintain and provide a cost-effective drug formulary;	Agreed – our PBM maintains two standard formularies for our self-insured clients. We take an active role in the selection of cost-effective, therapeutically efficacious medications at the point of prescribing through our national drug formulary through the guidance from the (P&T) Committee. This committee is composed of practitioners from multiple specialties in healthcare. The committee reviews drugs based on safety and efficacy only and does not review financial implications. We coordinate utilization formulary management techniques, such as promoting the use of generic products, while balancing rebate opportunities to optimize overall savings for the client. The PBM can support a range of formulary development options for our clients. The County may choose to utilize any number of our maintained formularies.
k. Contractor is to impose a generic only program with an override feature for any name brand drug;	Agreed – MedImpact supports mandatory substitution and edit programs. If the County's benefit parameters are set up to require generic substitution, the pharmacy will receive an online message when processing the claim such as use generic or substitute with ____. Additionally we can include DAW options such as: DAW_DENY which denies MSB's where a generic is available and include edits that will require authorization from Hidalgo County for any Brand medication attempting to be dispensed.

	We currently have this type edit in place for Hidalgo County's I.H.S. program.
l. Provide the same pricing to members who exceed the three prescriptions per month as the County would receive;	Agreed – Members who exceed the allowable three (3) prescriptions per month would receive the same rates as the County would receive.
m. Provide County with all rebates issues by pharmaceutical companies for any medications;	Agreed - We offer a 100% pass through of all rebates minus a 4% administration fee to MedImpact. Through the MedImpact MedDividend® rebate administration program, we negotiate rebates on our clients' behalf with major pharmaceutical companies. In addition to containing cost, our expert approach contracts with the pharmaceutical industry to provide your members with safe and efficacious products. MedDividend® offers Hidalgo County several key advantages compared to rebate systems administered by other PBMs: *Full Disclosure* We provide full disclosure of our rebate administration program, including sharing contractual information with you. We provide you with monthly updates on our contracts and negotiations so that you are apprised of the changes and eligibility terms. MedImpact also provides you with detailed rebate reports and extensive documentation that confirm all moneys billed and recovered on your behalf. Additionally, we can provide you with therapeutic class cost comparison reports to allow you to estimate what the net cost, including rebates, of a product is relative to other competitor agents in the class. MedImpact permits you or an independent third party designated by the client, to audit records and contracts for compliance with the terms of our agreement.
n. Provide electronic billing to interface with software provider for County of Hidalgo Health and Human Services;	Agreed – Our implementation team will collect and setup connectivity information between the County and MedImpact platforms. Interface can be discussed further during implementation process.
o. Provide ability to run real-time online reports;	Agreed – MedImpact's reporting capabilities give the County access to current data with the flexibility to develop the reports to its needs. MedImpact's reporting system accesses online claims information, including paper and online claims, from all fulfillment channels. Using this advanced cache of data, we offer a wide array of predefined management reports designed to help the County evaluate and manage the cost-effectiveness, quality and efficiency of the prescription drug program.
p. Provide actual numbers of covered lives for any date range requested on reports;	Agreed – This can be provided through MedOptimize® reporting tools.
q. Provide a yearly summary report reflecting drug utilization and identify potential cost savings to the County	Agreed – This can be provided through MedOptimize® reporting tools.

EXHIBIT B

SELECTION CRITERIA

Hidalgo County
"ONLINE PHARMACY BILLING SERVICES"

RFP NO: 2017-149-06-21-HGO

"ONLINE PHARMACY BILLING SERVICES"
SELECTION CRITERIA
RFP: 2017-149-06-21-HGO

Selection Criteria		Points	Score
1. Company's Qualifications	**(25 pts)**		
➢ Provide network of pharmacies			
➢ Experience in pharmacy billing services			
➢ Experience and stability of company			
➢ References are required			
Comments/Rationale For Points:			TOTAL
2. Billing Procedures	**(25 pts)**		
➢ Provide electronic billing to County			
➢ Procedure real-time online eligibility management			
➢ Respond to billing questions			
Comments/Rationale For Points:			TOTAL
3. Rebate Administration	**(25 pts)**		
➢ Provide pharmaceutical rebates to County for eligible prescription drugs			
➢ Provides detail rebate reports			
➢ Provide rebates timely			
Comments/Rationale For Points:			TOTAL
4. Management Reports	**(25 pts)**		
➢ Electronic Reports provided to the County			
➢ Flexibility in meeting the County's reporting needs			
➢ Responses to Auditor inquiries and confirmation requests			
➢ Electronic invoicing to County			
Comments/Rationale For Points:			TOTAL
		Total Score	

Project Name: Hidalgo County Health Department – Online Pharmacy Billing Services RFB NO. 2017-149-06-21-HGO
Department:
Firm/Participant: H-E-B RxTRA Advantage/Elva Menchaca
Evaluator: Date:

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/24/2014

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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Dallas TX Office CityPlace Center East 2711 North Haskell Avenue Suite 800 Dallas TX 75204 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
H.E. Butt Grocery Company; H.E. Butt Store Property Company No.One; H.E.B. Construction Co., a division of H.E. Butt Grocery Company P.O. Box 5997 San Antonio TX 78201 USA	INSURER A: Travelers Indemnity Co Of Ct	25682
	INSURER B: North American Elite Insurance Company	29700
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570055656770 **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	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			HC2E-CAP-476M5774-14	10/31/2014	10/31/2015	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
							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 $25,000			UMB100000401	10/31/2014	10/31/2015	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
	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					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

Certificate No : 570055656770

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All HEB Pharmacy Corp. Locations. H.E.B. Pharmacies is included as Additional Insured where required by written contract subject to policy terms, conditions and exclusions as respects operations of the insured with respect to Automobile Liability and Umbrella Liability policies. Umbrella Liability is excess of $2,000,000 Retained Limit for General Liability.
Umbrella Liability includes Druggist Professional Services.

CERTIFICATE HOLDER

H.E.B. Pharmacies
PO Box 839999
San Antonio TX 78204 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.

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The ACORD name and logo are registered marks of ACORD

Insurance Requirement Acknowledgment

I, Elva Menchaca, authorized representative for H-E-B RxTRA Advantage,
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.

Elva Menchaca
Authorized Representative

June 23, 2017
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, Elva Menchaca, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: Certificate of Insurance, Form HB1295, Certification Regarding Debarment, Suspension and Ineligibility
4. Permits: _____
5. Other: Completed W-9, Form CIQ, Form HB1295, Proposer Affidavit

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

Elva Menchaca
Authorized Signature

June 23, 2017
Date

H-E-B RxTRA Advantage
Company

646 S. Flores Street
Address

San Antonio, TX 78204
City, State, Zip

Exhibit "D"

CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

H-E-B RxTRA Advantage

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

June 23, 2017

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT "E"

Vendor Application
&
W9

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: H-E-B RxTRA Advantage **Telephone No.** (210)938-7373

dba Name: N/A

Legal Name: H-E-B Grocery Company LP

Mailing Address : 646 S. Flores Street - South 1 San Antonio, TX 78204 **Fax No.** (210)938-7693

Physical Address: 646 S. Flores Street

City, State, Zip San Antonio, TX 78204 **Tax I.D. No.** 74-3010657

Remit to Address : 646 S. Flores Street - South 1 **City, State, Zip** San Antonio, TX 78204

E-Mail Address: menchaca.elva@heb.com

Representative(s) Name(s) & Title(s) Elva Menchaca, Account Manager

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ✓ Other, Specify: Privately-held

State Identification No. 74-3010657 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **Date:** 01/01/2010 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization ✓ Other, Specify: Pharmacy benefit management services

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Elva Menchaca, Account Manager

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?: H-E-B RxTRA Advantage offers you a fresh approach to Pharmacy Benefit Management services by delivering complete transparency and full disclosure. We guarantee 100% pass-through pricing. In addition, we don't believe in a one-size-fits-all approach. Instead we work with you to customize a plan that meets the needs of your business and your employees. The end result? A better pharmacy benefit at a measurably lower cost.

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. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HEB GROCERY COMPANY LP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ Limited Partnership

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 202905

Requester's name and address (optional)

6 City, state, and ZIP code
Dallas, TX 75320-2905

7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 4 - 3 0 1 0 6 5 7

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 ▶ Tommy Moyer Date ▶ 4-10-2017

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MEDIMPACT HEALTHCARE SYSTEMS, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
10181 SCRIPPS GATEWAY CT

Requester's name and address (optional)

6 City, state, and ZIP code
SAN DIEGO, CA 92131

7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
3 3 - 0 5 6 7 6 5 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Patrick G. Hoyt Jr. Date ▶ 1-5-17

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession

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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 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 Regulations 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 Regulations 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 2.

*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, 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 (TIGTA) 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.

Exhibit "F"

Certificate Regarding Debarment

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: Elva Menchaca
Print Name: Elva Menchaca
Title: Account Manager
Telephone Number: (210) 938-7373
Date: June 23, 2017

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 "H"

Proposer's Affidavit

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTEREST, AND ANTI-LOBBYING
FOR "ONLINE PHARMACY BILLING SERVICES"
PROJECT NO.: RFP 2017-149-06-21-HGO

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Elva Menchaca, 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: Elva Menchaca Account Manager

Subscribed and sworn to before me this 23rd day of June, 2017.

Tina Prince

Notary Public Tina Prince

My commission expires: 2/15/19 ~~, 2017~~

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 15, 2017

RE: ADDENDUM NO. 1
FOR RFQ No: 2017-149-06-21-HGO- "Hidalgo County Health Department – Online Pharmacy Billing Services"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with ***"Hidalgo County Health Department – Online Pharmacy Billing Services"***

All Addendums must be included in the bid packet to ensure each bidder is submitting a complete packet.

PLEASE ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice via e-mail to heidi.ortiz@co.hidalgo.tx.us

If you do not receive all of the pages for **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that **ADDENDUM NO. 1** will complete your procurement packet for ***"Hidalgo County Health Department – Online Pharmacy Billing Services".***

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

H-E-B RxTRA Advantage
Firm's Name

MLS/*hgo*
Enclosures

ADDENDUM NO. 1
June 15, 2017

"Hidalgo County Health Department – Online Pharmacy Billing Services"

RFB NO. 2017-149-06-21-HGO

PLEASE NOTE THE FOLLOWING **CHANGE:**

Bid opening has been extended to Wednesday, June 28, 2017, @ 9:30 a.m.

I, Elva Menchaca, acknowledge receipt of ADDENDUM NO. 1 dated June 15, 2017 for RFB NO.: 2017-149-06-21-HGO – ***"Hidalgo County Health Department – Online Pharmacy Billing Services"***

H-E-B RxTRA Advantage
Print VENDOR's Name

June 16, 2017
Date

Elva Menchaca
Authorized Signature

***NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE.**

Attachment 2: References

#1	**Organization Name:**	Hidalgo County I.H.S.
	Address:	1304 S. 25th Street, Edinburg, TX 78542
	Contact Person:	Dairen Sarmiento
	Phone #:	(956) 318-2011 ext. 424
	Email:	dairen.sarmiento@hchd.org
	Number of Employees:	8,000 lives
	Private/public sector:	Public
	Length of Service:	6.5 years
	Services Provided:	Provide administration of pharmacy benefit management services for client's prescription drug benefit plan to include performance of services relating to prescription claim processing, eligibility verifications, pricing and reporting.

#2	**Organization Name:**	H-E-B Grocery Company
	Address:	646 S. Flores Street, San Antonio, TX 78204
	Contact Person:	Charlene Curry
	Phone #:	210-938-8504
	Email:	curry.charlene@heb.com
	Number of Employees:	89,000 employees
	Private/public sector:	Private
	Length of Service:	5.5 years
	Services Provided:	Provide administration of pharmacy benefit management services for client's prescription drug benefit plan to include performance of services relating to prescription claim processing, eligibility verifications, pricing and reporting.

#3	**Organization Name:**	Labatt Food Supply
	Address:	4500 Industry Park Drive, San Antonio, TX 78218
	Contact Person:	Laurel Watts
	Phone #:	(210) 661-4216 ext. 8268
	Email:	lwatts@labattfood.com
	Number of Employees:	1,500 employees
	Private/public sector:	Private
	Length of Service:	4 years
	Services Provided:	Provide administration of pharmacy benefit management services for client's prescription drug benefit plan to include performance of services relating to prescription claim processing, eligibility verifications, pricing and reporting.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-228118

Date Filed:
06/23/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
H-E-B RxTRA Advantage
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017-149-06-21-HGO
Administration of Pharmacy Benefit Management for Online Pharmacy Billing Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Menchaca, Elva	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

NOTARY PUBLIC STATE OF TEXAS
TINA PRINCE
My Commission Expires
February 15, 2019

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Elva Menchaca
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Elva Menchaca, this the 23rd day of June, 2017, to certify which, witness my hand and seal of office.

Tina Prince
Signature of officer administering oath

Tina Prince
Printed name of officer administering oath

Notary
Title of officer administering oath

HIDALGO COUNTY I.H.C LEVEL II FEE SCHEDULE

H-E-B EXCLUSIVE PHARMACY NETWORK PRICING		9/1/2017 – 8/31/2019
30 DAY RETAIL DISCOUNTS AND FEES		
Min Brand Name Formulary Guarantee	AWP–	17.50 %
Min Brand Name Non-Formulary Guarantee	AWP–	17.50 %
Min Generic non-MAC:	AWP–	27%
Min Generic effective rate:	MAC AWP–	76%
Max Dispensing Fees – Brand		$1.00
Max Dispensing Fees – Generic		$1.00
Administrative Fees – Electronic (includes claims processing, administrative overrides, quantity limit edits, gender & age edits and mental health step therapy edits)		$0.89 per paid claim
H-E-B 90 DAY RETAIL DISCOUNTS AND FEES		
Min Brand Name Formulary Guarantee	AWP–	21%
Min Brand Name Non-Formulary Guarantee	AWP–	21%
Min Generic non-MAC:	AWP–	27%
Min Generic effective rate:	MAC AWP–	76%
Max Dispensing Fees		$0.00
Administrative Fees – Electronic (includes claims processing, administrative overrides, quantity limit edits, gender & age edits and mental health step therapy edits)		$0.69 per paid claim

Additional saving opportunities under H-E-B Exclusive or in preferred status network:	
• H-E-B inControl G20 Glucose Monitor o NDC 98939000233 $17.99 CHARGED TO EMPLOYER	• Reduced cost on select H-E-B Diabetic Meter
• H-E-B inControl G20 test strips 50 count o NDC 98939000234 $8 CHARGED TO EMPLOYER	• Reduced cost on select H-E-B Diabetic test strips
• H-E-B inControl Blood Pressure Monitors at reduced cost o NDC 42632000202 $39.87 CHARGED TO EMPLOYER o NDC 42632000101 $19.87 CHARGED TO EMPLOYER o NDC 42632001111 $24.87 CHARGED TO EMPLOYER	• Reduced cost on select H-E-B Blood Pressure Monitors
• Wellness Services o 20% off Registered Dietician 1 hour consults ($68 each) o 20% Metabolic Testing ($28 each) o 50% off of Food Tours & Taste Testing ($10 each)	• Access to Biometric Screenings, Nutritional Services and Flu Shot Clinics • Discount on Wellness Services

H-E-B PHARMACY PREFERRED NETWORK PRICING *(Narrow Network with H-E-B in preferred status while excluding Walgreens and CVS)*		9/1/2017 – 8/31/2019
30 DAY RETAIL DISCOUNTS AND FEES		
Min Brand Name Formulary Guarantee	AWP–	16.50 %
Min Brand Name Non-Formulary Guarantee	AWP–	16.50 %
Min Generic non-MAC:	AWP–	16.50%
Min Generic effective rate:	MAC AWP–	76%
Max Dispensing Fees – Brand		$1.75
Max Dispensing Fees – Generic		$1.75
Administrative Fees – Electronic (includes claims processing, administrative overrides, quantity limit edits, gender & age edits and mental health step therapy edits)		$0.69 per paid claim
90 DAY RETAIL DISCOUNTS AND FEES		
Min Brand Name Formulary Guarantee	AWP–	21%
Min Brand Name Non-Formulary Guarantee	AWP–	21%
Min Generic non-MAC:	AWP–	21%
Min Generic effective rate:	MAC AWP–	76%
Max Dispensing Fees		$0.00
Administrative Fees – Electronic (includes claims processing, administrative overrides, quantity limit edits, gender & age edits edits)		$0.69 per paid claim
MAIL ORDER RATES		
Min Brand Name Formulary Guarantee	AWP–	24%
Min Brand Name Non-Formulary Guarantee	AWP–	24%
Min Generic non-MAC:	AWP–	25%
Min Generic effective rate:	MAC AWP–	76%
Max Dispensing Fees		$0.00
Administrative Fees – Electronic (includes claims processing, administrative overrides, quantity limit edits, gender & age edits edits)		$0.69 per paid claim

MANUFACTURER CONSIDERATIONS (REBATES, FEES, GRANTS, ETC.)
Minimum Guarantee 100% Pass Through

Rebate guarantees are based on use of MedImpact's MedPerform formulary. The proposed rebate guarantees assume no grandfathering.

- Must be a minimum co-pay differential of $20 between preferred and non-preferred brands
- Rebates are based on single source brand drug claims
- Rebate guarantee will be adjusted if Customer does not implement Formulary updates or if the utilization is less than ninety (90%) compliant with the preferred brand formulary products
- OTC drug Claims, device Claims, vaccine claims, 340B claims, zero balance claims and claims submitted where the member paid more than 50% of the cost of the claim are excluded from the rebate guarantee

Based on the MedImpact Portfolio Formulary	**Year 1**	**Year 2**
Per Retail 30 - Brand	$63.56	$65.81
Per Retail 90 - Brand	$184.51	$187.87
Per Mail Brand	$208.71	$211.09
Per Specialty Brand	$450.48	$475.46

CLINICAL MANAGEMENT AND OTHER SERVICE FEES	PRICE/COST
Concurrent Drug Utilization Reviews (DUR)	Included
Enhanced Retrospective DUR Programs	
Care Quality Programs (OPTIONAL) Monthly claims sweep on a three month rotating basis with follow-up communication to prescriber no more often than quarterly.	
Migraine - Prophylaxis in Severe Disease	$0.02 PMPM
Hypertension - Anti-Hypertensive Use in Diabetics	$0.02 PMPM
Cardiovascular – Lipid Medication Use in Diabetics	$0.03 PMPM
Asthma - Controller Use in Asthma	$0.03 PMPM
Osteoporosis – Fracture Prophylaxis	$0.02 PMPM
Pain Management – Controlled Substances Utilization	$0.02 PMPM
High Risk Safety Management Programs (OPTIONAL) Daily claims sweep with follow-up communication to prescriber quarterly.	
Polypharmacy – Potentially Inappropriate Multi-drug Therapy	$0.03 PMPM
Potentially Inappropriate Medications in Elderly/Beers	$0.02 PMPM
	Minimum $4,000/year each program selected.
Prospective DUR Programs	
Generic or Formulary maximization programs	
MedResults® Member/Prescriber Preferred Medication Communication Program (OPTIONAL) Physician and/or Member outreach program managed by MedImpact in key therapeutic drug categories based upon program performance.	$3,000 Set Up Plus $5/notice

Step Therapy Programs (OPTIONAL)	
Low Impact • Anti-ulcer Proton Pump Inhibitor • Sedative Hypnotics • Antihypertensive Angiotensin Receptor Antagonist (ARBs)	$0.20 PMPM
Moderate Impact (OPTIONAL) • Above Plus • Anti-diabetic Agents • Male Hormone Replacement • Female Hormone/Estrogen Replacement • Antimigraine Triptans • Benign Prostatic Hypertrophy (BPH) • Allergy/Asthma Leukotriene Receptor Antagonist ▪ Allergy-Antihistamine	$0.32 PMPM
High Impact (OPTIONAL) • Above Plus • HMG/Lipotropic Cholesterol Lowering • Non-steroidal Anti-inflammatory Drug (NSAID/COX II) • Osteoporosis/Bone Resorption Inhibitors • Allergy Nasal Corticosteroids • Contraceptives • Anti-depressants	$0.37 PMPM
Prior Authorization – Administrative Override *(Overrides for vacation, spills, lost or stolen, etc.)*	Included in Claims Processing Fee
Prior Authorization – PA Request Administration (requires Pharmacist intervention)	$40 per Prior Auth.
Prior Authorization – Appeals Administration	
Administrative Appeals	$100.00 per appeal
First Level Clinical Appeal	$225.00 per appeal
Second Level Clinical Appeals	H-E-B will pass through the cost of review for second level clinical appeals by external review organizations if required.
Standard On-Line Management Reporting - **Standard and Ad-Hoc Reporting**	Included with 4 MedOptimize® licenses
Monthly pharmacy benefit cost report to the plan	Included
EOB production and mailing every month in which a prescription is dispensed. Formulary information to be included in EOB.	Included
Monthly DM and Medical vendor partner data files	Included
Electronic Reporting – Full Access to Highest Level	Included

Annual members saving report/opportunity report	Included
Rebate Reports	Included
Outbound Data Feeds to up to 2 Third Parties	Included
Data Feed Acceptance from up to 2 Third Parties	Included
Claims Reverse and Reprocessing (due to client error in benefit set-up or client decision to change benefit and reprocess claims)	Included (electronic)
Account Structure	Included
Including Specialty Products	Included
Member submitted paper claims processing	$4.25/claim
Standard ID Cards	Included (*additional cost for custom cards may be incurred)*
Welcome Kits	Included
Member Requested Materials	Postage
Other member or physician communications	Included
Transition Plan Letters	Included
Standard Internet site access for members	Included

EXHIBIT "C"

INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/04/2017

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
CityPlace Center East
2711 North Haskell Avenue
Suite 800
Dallas TX 75204 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:	Old Republic Insurance Company	24147
INSURER B:	North American Elite Insurance Company	29700
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
H.E. Butt Grocery Company;
H.E. Butt Store Property Company No.One;
H.E.B. Construction Co., a division of
H.E. Butt Grocery Company
646 S. Flores Street
San Antonio TX 78204 USA

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	
	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**			MWTB 308260	10/31/2016	10/31/2017	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
B	[X] **UMBRELLA LIAB** [X] OCCUR			UMB100000403	10/31/2016	10/31/2017	EACH OCCURRENCE	$2,000,000
	[ ] **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$2,000,000
	[ ] DED [X] RETENTION $25,000							
	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) 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)

Re: All HEB Pharmacy Corp. Locations. H.E.B. Pharmacies and Hidalgo County is included as Additional Insured where required by written contract subject to policy terms, conditions and exclusions as respects operations of the insured with respect to Automobile Liability and Umbrella Liability policies. Umbrella Liability is excess of $2,000,000 Retained Limit for General Liability. Umbrella Liability includes Druggist Professional Services.

Certificate No :

CERTIFICATE HOLDER

H.E.B. Pharmacies
PO Box 839999
San Antonio TX 78204 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.

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AI-61012 **Purchasing Department** **25. G. 2.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a) Requesting approval of vendors qualified by Health & Human Services Department for Hidalgo County Indigent Care Level 2 Pilot Program "Primary Care Provider Services Network";
1. *Lower Rio Grande Valley CHM Corp (El Milagro Clinic)*
2. *Dr. Bose Industrial & Family Medicine*
3. *Nuestra Clinica del Valle*
4. *Juana Maria Espejo, MD PA*
5. *Luis P. Bay, MD PA*
6. *Ashley Pediatrics Day & Night Clinic.*

b) Authorization to admit additional providers to "the network" as they are being submitted and qualified by Health & Human Services Department for the life of the program with all subsequent admittance of providers into the Hidalgo County Indigent Care Level 2 Pilot Program - "Primary Care Provider Services Network" are subject to compliance with HB1295.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** Pending

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

BUDGETARY IMPACT:

Pending funding to be identified for this program/project. New program number has been requested from the Auditor's Office.

Attachments

HB1295
form
El Milagro
Dr. Bose
Nuestra Clinica del Valle
Dr. Espejo

Dr. Bay
Ashley Pediatrics

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/04/2017 02:48 PM
Budget & Management	Veronica Ortiz	08/04/2017 03:16 PM
Merlen P. Munoz	Merlen P. Munoz	08/04/2017 04:52 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Heidi Ortiz		Started On: 08/03/2017 03:22 PM
Final Approval Date: 08/04/2017		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-245330

Date Filed:
08/04/2017

Date Acknowledged:
08/04/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Juana M. Espejo MD PA
2404 S. Cage Blvd., TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Health & Human Sevices Dept

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017-188-07-19-HGO
Primary Care Services: Medical Sevices.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Juana M. Espejo MD PA	Pharr, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-245330

Date Filed:
08/04/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Juana M. Espejo MD PA
2404 S. Cage Blvd., TX United States

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Hidalgo County Health & Human Sevices Dept

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017-188-07-19-HGO
Primary Care Services: Medical Sevices.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Juana M. Espejo MD PA	Pharr, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

GUADALUPE LUJAN
Notary Public, State of Texas
Comm. Expires 05-17-2020
Notary ID 808778-6

AFFIX NOTARY STAMP / SEAL ABOVE

Juana Maria Espejo
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Juana M. Espejo, this the 4th day of August, 20 17, to certify which, witness my hand and seal of office.

Guadalupe Lujan — Notary

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

NO CONFLICT DISCLOURE FORM

Name of Government Officer/Employee: Janie Cantu / Hidalgo County Indigent Program

Title/Position: Billing Specialist I

Contract for Goods/Services: **PRIMARY CARE SERVICES NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM**

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. LUIS P BAY MD PA
2. JUANA MARIA ESPEJO MD PA
3. DR BOSE INDUSTRICAL & FAMILY MEDICINE
4. ASHLEY PEDIATRICS DAY & NIGHT CLINIC
5. NUESTRA CLINICA DEL VALLE
6. LOWER RIO GRANDE VALLEY CHM CORP

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Janie Cantu

Dated: 8-07-17

NO CONFLICT DISCLOURE FORM

Name of Government Officer/Employee: Dairen Sarmiento

Title/Position: Human Services Director

Contract for Goods/Services: **PRIMARY CARE SERVICES NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM**

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. LUIS P BAY MD PA
2. JUANA MARIA ESPEJO MD PA
3. DR BOSE INDUSTRICAL & FAMILY MEDICINE
4. ASHLEY PEDIATRICS DAY & NIGHT CLINIC
5. NUESTRA CLINICA DEL VALLE
6. LOWER RIO GRANDE VALLEY CHM CORP

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Dairen Sarmiento

Dated: 8/7/17

NO CONFLICT DISCLOURE FORM

Name of Government Officer/Employee: MARIA DE LOURDES M ACEVEDO

Title/Position: Human Services Coordinator

Contract for Goods/Services: **PRIMARY CARE SERVICES NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM**

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. LUIS P BAY MD PA
2. JUANA MARIA ESPEJO MD PA
3. DR BOSE INDUSTRICAL & FAMILY MEDICINE
4. ASHLEY PEDIATRICS DAY & NIGHT CLINIC
5. NUESTRA CLINICA DEL VALLE
6. LOWER RIO GRANDE VALLEY CHM CORP

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Signed: _____ Dated: _____

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

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. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: LOWER RIO GRANDE VALLEY CHM CORP (~~EL MILAGRO~~)

EVALUATOR: _____ DATE: 8-1-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

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2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: LOWER RIO GRANDE VALLEY CHM CORP (EL MILAGRO)

EVALUATOR: Maria de Lourdes M Aguero DATE: 8-1-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

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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. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: LOWER RIO GRANDE VALLEY CHM CORP (EL MILAGRO)

EVALUATOR: C Jane Cantú DATE: 8-1-17

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2017

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 Frost Insurance - Victoria 6835 N Main Victoria TX 77904	CONTACT NAME: PHONE (A/C, No, Ext): 361-580-9057 FAX (A/C, No): 361-580-9065 E-MAIL ADDRESS: jhall@frostinsurance.com
INSURED ELMILAG-01 El Milagro Clinic- L R G V Community Health 901 East Vermont Avenue McAllen TX 78503	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Lloyds Insurance Company — 38253 INSURER B : Admiral Insurance Company — 24856 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 260132864 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:							$
	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			65WBCZU9701	5/31/2017	5/31/2018	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory In NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Professional Liability			EO000001763-17	5/31/2017	5/31/2018	Occurrence Aggregate Deductible	1,000,000 3,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Purchasing Department 2812 S Business Hwy 281 Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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PROVIDER ONLINE ACCESS REQUEST FORM

Providers can access the County Indigent Health Care Pilot Program and must check for patient eligibility and claim status through our website. In order to use the online service you must fill out this form and sign and fax it to 956-318-2019.

Once we receive this form, we will set up a user name and temporary password. We only provide one user account per provider. Should you have any questions please call 956-318-2011. Thank you.

REGISTRATION:

Provider Name: Lower Rio Grande Valley Community Health Management Corp. Inc dba El Milagro Clinic Fed ID# 74-2784427

Person requesting access: Marisol Resendez Title: Interim Ex. Director

Address: 901 E. Vermont Ave. McAllen, TX 78503

Telephone #: 956-664-9416 Fax #: 956-661-0367

ACKNOWLEDGEMENT

The undersigned organization by executing this acknowledgment certifies and agrees that in applying and utilizing the Online Services, the undersigned organization will utilize this online service only for its intended purpose and only for verification of patients the undersigned is providing medical services and for no other purpose. Any other use of this online service may terminate the use of this service by the undersigned organization and may submit the undersigned organization to civil and/or criminal penalties.

M Resendez 7/19/17

Signed Name of authorized person Date

PROVIDER CONTACT INFORMATION

Facility Name: Lower Rio Grande Valley Community Health Management Corp., Inc. dba El Milagro Clinic

Facility Address: 901 E. Vermont Ave. McAllen, TX 78503

Facility Telephone # 956-664-9416 Facility Fax # 956-661-0367

Facility Tax ID # 74-2784427 Service Type: Primary Care Provider or LAB

Group TPI # 0800286 01 Group NPI # 1114130218

Facility Contact Marisol Resendez Email Address mresendez@milagroclinic.org

List all physicians practicing under the above tax ID#, their credentials, TPI # and NPI #

	Title	Name	TPI	NPI
1	Dr.	Roberto Gonzalez, MD	0926248 03	1780662288
2				
3				
4				
5				
6				
7				
8				
9				
10				

Billing Address 901 E. Vermont Ave. McAllen, TX 78503

Billing Telephone # 956-664-9416 Billing Fax # 956-661-0367

Billing Contact Margarita Alvarez Email Address malvarez@milagroclinic.org

Other Clinic Locations under the same Tax ID #

Clinic Address N/A

Clinic Phone # Clinic Fax #

Clinic Address

Clinic Phone # Clinic Fax #

Clinic Address

Clinic Phone # Clinic Fax #

Clinic Address

Clinic Phone # Clinic Fax #

If additional lines are needed please use another sheet.

A provider must be a Texas Medicaid provider.

Revised 6-2017

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 827632832
Functional Area: Entity Management, Performance Information

ENTITY	Lower Rio Grande Valley Community Health Management	Status:Active
DUNS: 827632832	+4:	CAGE Code: 7FPQ9 DoDAAC:
Expiration Date: Jun 20, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 901 E Vermont Ave City: McAllen ZIP Code: 78503-1729		State/Province: TEXAS Country: UNITED STATES

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-245310

Date Filed:
08/03/2017

Date Acknowledged:
08/04/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LRGV Community Health Management Corporation, Inc. dba El Milagro Clinic
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Health & Human Services Dept

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017-188-07-19-HGO
Primary, preventive and behavioral healthcare services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
LRGV Community Health Management Corporation, Inc. dba	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-245310

Date Filed:
08/03/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LRGV Community Health Management Corporation, Inc. dba El Milagro Clinic
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Health & Human Services Dept

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2017-188-07-19-HGO
Primary, preventive and behavioral healthcare services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
LRGV Community Health Management Corporation, Inc. dba	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

NOTARY PUBLIC STATE OF TEXAS
DORA M RESENDEZ
My Commission Expires
May 29, 2018

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Marisol Resendez, this the 04 day of August, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Dora Resendez	DORA M. RESENDEZ	NOTARY PUBLIC

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

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. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: DR BOSE INDUSTRIAL & FAMILY MEDICINE

EVALUATOR: _____ DATE: 8-1-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

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RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
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COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: DR BOSE INDUSTRIAL & FAMILY MEDICINE

EVALUATOR: MARIA DE LOURDES M ACEVEDO DATE: 8-1-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

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. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: DR BOSE INDUSTRIAL & FAMILY MEDICINE

EVALUATOR: _____ DATE: 8-1-17

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/18/2017

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 Jose M Davila Insurance 3000 N Mccall Rd Ste A1 Mcallen TX 78501	CONTACT NAME: Jose Davila PHONE (A/C, No, Ext): 956-683-0500 FAX (A/C, No): 866-686-5391 E-MAIL ADDRESS: jdavila@farmersagent.com PRODUCER CUSTOMER ID #:
INSURED Dr. Bose Industrial & Family Health, PLLC DBA: Industrial Health Works 801 E Nolana Ste 6 Mcallen TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Catlin Specialty Ins. Co. INSURER B : Technology Ins. Co., Inc Admitted A IX INSURER C : Texas Mutual INSURER D : Beazley Insurance Co., Inc 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			4200903695	05/27/2017	05/27/2018	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
								$
B	AUTOMOBILE LIABILITY			TPP1225322	05/27/2017	05/27/2018	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)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0001310344	07/30/2016	07/30/2017	WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	E&O			VIDD5E170101	02/15/2017	02/15/2018	Each Claim: $1,000,000 Aggregate: $3,000,000.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

801 E Nolana Ste 9,13,20 Mcallen, TX 78504, 2029 E Griffin Pkwy Mission, TX 78572, 514 S Closner Blvd Pharr, TX 78577, 3135 S Sugar Rd Edinburg, TX 78539, 6201 S Cage Blvd Ste 5,6 Pharr, TX 78577, 1315 W Main Ave Alton, TX 78573, 5003 S Alamo Rd Edinburg, TX 78539, 701 N Main Donna, TX 78537, 712 Lindburg Ave Mcallen, TX 78501, 1903 E Monte Cristo Edinburg, TX 78542, 1200 E Ridge Rd Mcallen, TX 78503

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

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PROVIDER ONLINE ACCESS REQUEST FORM

Providers can access the County Indigent Health Care Pilot Program and must check for patient eligibility and claim status through our website. In order to use the online service you must fill out this form and sign and fax it to 956-318-2019.

Once we receive this form, we will set up a user name and temporary password. We only provide one user account per provider. Should you have any questions please call 956-318-2011. Thank you.

REGISTRATION:

Provider Name: SAROJINI BOSE, MD Fed ID# 20-5667741

Person requesting access: SAROJINI BOSE, MD Title: MEDICAL DOCTOR

Address: 801 E NOLANA STE6 MCALLEN, TEXAS 78504-6113

Telephone #: 956-668-7333 Fax #: 956-668-7999

ACKNOWLEDGEMENT

The undersigned organization by executing this acknowledgment certifies and agrees that in applying and utilizing the Online Services, the undersigned organization will utilize this online service only for its intended purpose and only for verification of patients the undersigned is providing medical services and for no other purpose. Any other use of this online service may terminate the use of this service by the undersigned organization and may submit the undersigned organization to civil and/or criminal penalties.

Sarojini Bose 07/17/2017

Signed Name of authorized person Date

SAROJINI BOSE, MD

PROVIDER CONTACT INFORMATION

Facility Name: DR BOSE INDUSTRIAL & FAMILY MEDICINE
Facility Address: 801 E NOLANA STE 6 MCALLEN, TEXAS 78504-6113
Facility Telephone # 956-668-7333 Facility Fax # 956-668-7999

Facility Tax ID # 20-5667741 Service Type: Primary Care Provider or LAB
Group TPI # 197496601 Group NPI # 1639368889

Facility Contact ROXANE ARGUELLES Email Address roxane.arguelles@ashleypediatrics.con

List all physicians practicing under the above tax ID#, their credentials, TPI# and NPI#

	Title	Name	TPI	NPI
1	MD	SAROJINI BOSE, MD	1480154-22	1235130295
2	MD	RAMIRO ALONSO, MD	1386955-16	1669525051
3	MD	FRANCES MYERS-MITCHELL, MD	1270191-12	1669470043
4	PA	SARDAR ALI, PA	2930976-13	1619163425
5	PA	LETICIA HAWKINS,PA	2877771-09	1649585027
6	PA	ROEL CONTRERAS, PA	3262172-04	1336353390
7	PA	AIDA GUIZAR, PA	3383267-01	1295858603
8	PA	ROLANDO BENITEZ, PA	3158438-01	1366531691
9	NP	CELSO TUMULAK, NP	3544447-01	1720494503
10	NP	JOCELYN ELNAR, NP	3387631-04	1730594912

Billing Address 801 E NOLANA STE 6 MCALLEN, TEXAS 78504-6113
Billing Telephone # 956-259-0400 Billing Fax # 956-259-8085

Billing Contact ROXANE ARGUELLES Email Address roxane.arguelles@ashleypediatrics.com

Other Clinic Locations under the same Tax ID #

Clinic Address 801 ENOLANA STE 6 MCALLEN, TEXAS 78504-6113
Clinic Phone # 956-668-7333 Clinic Fax # 956-668-7999

Clinic Address 6201 S CAGE BLVD SUITE 6 PHARR, TEXAS 78577-5612
Clinic Phone # 956-961-4458 Clinic Fax # 956-961-4284

Clinic Address
Clinic Phone # Clinic Fax #

Clinic Address
Clinic Phone # Clinic Fax #

If additional lines are needed please use another sheet.

A provider must be a Texas Medicaid provider. Revised 6-2017

PROVIDER CONTACT INFORMATION

Facility Name: DR BOSE INDUSTRIAL & FAMILY MEDICINE
Facility Address: 801 E NOLANA STE 6 MCALLEN, TEXAS 78504-6113
Facility Telephone # 956-668-7333 Facility Fax # 956-668-7999

Facility Tax ID # 20-5667741 Service Type: Primary Care Provider or LAB
Group TPI # 197496601 Group NPI # 1639368889

Facility Contact ROXANE ARGUELLES Email Address roxane.arguelles@ashleypediatrics.con

List all physicians practicing under the above tax ID#, their credentials, TPI # and NPI #

	Title	Name	TPI	NPI
1	PA	GRACIELA MORALES, PA	2876161-04	2876161-04
2				
3				
4				
5				
6				
7				
8				
9				
10				

Billing Address 801 E NOLANA STE 6 MCALLEN, TEXAS 78504-6113
Billing Telephone # 956-259-0400 Billing Fax # 956-259-8085

Billing Contact ROXANE ARGUELLES Email Address roxane.arguelles@ashleypediatrics.com

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Clinic Address 801 ENOLANA STE 6 MCALLEN, TEXAS 78504-6113
Clinic Phone # 956-668-7333 Clinic Fax # 956-668-7999

Clinic Address 6201 S CAGE BLVD SUITE 6 PHARR, TEXAS 78577-5612
Clinic Phone # 956-961-4458 Clinic Fax # 956-961-4284

Clinic Address
Clinic Phone # Clinic Fax #

Clinic Address
Clinic Phone # Clinic Fax #

If additional lines are needed please use another sheet.

A provider must be a Texas Medicaid provider.

Revised 6-2017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-238558

Date Filed:
07/19/2017

Date Acknowledged:
07/20/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

DR BOSE INDUSTRIAL & FAMILY MEDICINE
MCALLEN, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY PURCHASING OFFICE

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-188-07-19-HGO
HIDALGO COUNTY HEALTH CARE LEVEL 2 PILOT PROGRAM

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
DR BOSE INDUSTRIAL & FAMILY MEDICINE	MCALLEN, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-238558

Date Filed:
07/19/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
DR BOSE INDUSTRIAL & FAMILY MEDICINE
MCALLEN, TX United States

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HIDALGO COUNTY PURCHASING OFFICE

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017-188-07-19-HGO
HIDALGO COUNTY HEALTH CARE LEVEL 2 PILOT PROGRAM

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
DR BOSE INDUSTRIAL & FAMILY MEDICINE	MCALLEN, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

MAYRA ELIZABETH MARTINEZ
Notary Public, State of Texas
Comm. Expires 04-20-2021
Notary ID 124661197

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Saraya Bose
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the 13th day of July, 20 17, to certify which, witness my hand and seal of office.

Mayra E Martinez — Signature of officer administering oath
Mayra E. Martinez — Printed name of officer administering oath
Notary — Title of officer administering oath

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

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. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: NUESTRA CLINICA DEL VALLE

EVALUATOR: Dagmar Guerra DATE: 8-1-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

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."

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2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
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4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: NUESTRA CLINICA DEL VALLE

EVALUATOR: Maria de Lourdes M Arciniega DATE: 8-1-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

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. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: NUESTRA CLINICA DEL VALLE

EVALUATOR: [signature] DATE: 8-1-17

PROVIDER ONLINE ACCESS REQUEST FORM

Providers can access the County Indigent Health Care Pilot Program and must check for patient eligibility and claim status through our website. In order to use the online service you must fill out this form and sign and fax it to 956-318-2019.

Once we receive this form, we will set up a user name and temporary password. We only provide one user account per provider. Should you have any questions please call 956-318-2011. Thank you.

REGISTRATION:

Provider Name: Nuestra Clinica del Valle, Inc. Fed ID# 74-1721807

Person requesting access: Lazaro Gonzalez Title: Billing Supervisor

Address: P.O. Box 1689, Pharr TX 78577

Telephone #: (956) 787-8915 Fax #: (956) 787-2021

ACKNOWLEDGEMENT

The undersigned organization by executing this acknowledgment certifies and agrees that in applying and utilizing the Online Services, the undersigned organization will utilize this online service only for its intended purpose and only for verification of patients the undersigned is providing medical services and for no other purpose. Any other use of this online service may terminate the use of this service by the undersigned organization and may submit the undersigned organization to civil and/or criminal penalties.

Lucy Ramirez Torres — 7/19/2017

Signed Name of authorized person
Lucy Ramirez Torres, CEO

Date

PROVIDER CONTACT INFORMATION

Facility Name: Nuestra Clinica del Valle, Inc.
Facility Address: 801 W. 1st Street, San Juan TX 78589
Facility Telephone # (956) 787-0787 Facility Fax # (956) 781-4384

Facility Tax ID # 74-1721807 Service Type: Primary Care Provider or LAB
Group TPI # 092951501 Group NPI # 1891793246

Facility Contact Yadira Castillo Email Address admin.ncdv@tachc.org

List all physicians practicing under the above tax ID#, their credentials, TPI # and NPI #

	Title	Name	TPI	NPI
1	Physician	Antonia M. Hernandez, MD	324964101	1184884694
2	Physician	Marisol Benavidez, MD	297333101	1891983888
3	Physician	Manika Jha, MD	322061801	1275785271
4	Physician	Carlos A. Medina, MD	363334901	1487092508
5	Physician	Anna L. Alquiza, MD	173024401	1639177850
6	Physician	Patricia Zapata, MD	111914104	1558500157
7	Physician	Brian Wickwire, MD	154778801	1184622573
8	Physician	Ventzislav D. Vanguelov, MD	173021001	1457359333
9	Physican Assistant	Jessenya Falcon, PA-C	332343801	1437399243
10	Physician Assistant	Karina Pena, PA-C	365699301	1104275502

Billing Address P.O. Box 1689, Pharr TX 78577
Billing Telephone # (956) 787-8915 Billing Fax # (956) 787-2021

Billing Contact Lazaro Gonzalez Email Address lgonzalez.ncdv@tachc.org

Other Clinic Locations under the same Tax ID #

TPI#288560002 NPI#1053728360
Clinic Address 806 W. 3rd Street, San Juan TX 78589
Clinic Phone # (956) 787-0787 Clinic Fax # (956) 781-4384

TPI#019058901 NPI#1235267949
Clinic Address 1500 First Street, Mercedes TX 78570
Clinic Phone # (956) 565-3191 Clinic Fax # (956) 565-6485

TPI#019057101 NPI#1861829079
Clinic Address 1518 E. Santa Rosa, Edcouch TX 78538
Clinic Phone # (956) 262-1363 Clinic Fax # (956) 262-1840

TPI#160133801 NPI#1073940987
Clinic Address 300 N. 86th Street, Edinburg TX 78542
Clinic Phone # (956) 287-8850 Clinic Fax # (956) 287-8853

If additional lines are needed please use another sheet.

A provider must be a Texas Medicaid provider.

Revised 6-2017

PROVIDER CONTACT INFORMATION

Facility Name: Nuestra Clinica del Valle, Inc.
Facility Address: 801 W. 1st Street, San Juan TX 78589
Facility Telephone # (956) 787-0787 Facility Fax # (956) 781-4384

Facility Tax ID # 74-1721807 Service Type: Primary Care Provider or LAB
Group TPI # 092951501 Group NPI # 1891793246

Facility Contact Yadira Castillo Email Address admin.ncdv@tachc.org

List all physicians practicing under the above tax ID#, their credentials, TPI # and NPI #

	Title	Name	TPI	NPI
11	PhysicianAssistant	Juan Carrales, PA-C	365268701	1023564531
12	Physician Assistant	Marisol Benavidez, MD	297333101	1891983888
13	PNNP	Kenia Victoria Lee, PNNP	320648401	1598763450
14	FNP	Sr. Anne J. Wojtowicz, MD	090028404	1316929185
15	Physician Assistant	Andrew McNeely, PA-C	330456001	1801225032
16	Physician Assistant	Anna Munoz, PA-C	365485701	1730632084
17	Physician Assistant	Christopher Schofield, PA-C	155370301	1134127285
18	Physician Assistant	Raven E. Chavez, PA-C	339990901	1912315979
19	Physican Assistant	Monica Javier-Reyna, PA-C	333496301	1962845685
20	Physician Assistant	Timothy Peterson, PA-C	354895001	1992887376

Billing Address P.O. Box 1689, Pharr TX 78577
Billing Telephone # (956) 787-8915 Billing Fax # (956) 787-2021

Billing Contact Lazaro Gonzalez Email Address lgonzalez.ncdv@tachc.org

Other Clinic Locations under the same Tax ID #

TPI#019056301 NPI#1699803312
Clinic Address 611 N. Bryan Rd., Mission TX 78572
Clinic Phone # (956) 580-3303 Clinic Fax # (956) 580-1505

TPI#092951504 NPI#1316374556
Clinic Address 201 S. Los Ebanos Blvd., Alton TX 78574
Clinic Phone # (956) 519-1800 Clinic Fax # (956) 519-9360

TPI#019059701 NPI#1932516242
Clinic Address 2900 N. Raul Longoria Rd., San Juan TX 78589
Clinic Phone # (956) 781-6077 Clinic Fax # (956) 781-4275

TPI#160132001 NPI#1881021541
Clinic Address 301 S. 17th Street, Donna TX 78537
Clinic Phone # (956) 464-5809 Clinic Fax # (956) 464-5816

If additional lines are needed please use another sheet.

A provider must be a Texas Medicaid provider.

Revised 6-2017

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/19/2017

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
Higginbotham Insurance Agency, Inc.
1400 N. McColl Rd. #105
McAllen TX 78501

CONTACT NAME: Martha Guerrero
PHONE (A/C, No, Ext): 956-668-3509 FAX (A/C, No): 956-687-1286
E-MAIL ADDRESS: mguerrero@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	22945
INSURER B : The Travelers Lloyds Insurance Co	41262
INSURER C : Security National Insurance Co	33120
INSURER D :	
INSURER E :	
INSURER F :	

INSURED NUEST
Nuestra Clinica Del Valle Inc.
P.O. Box 1689
Pharr TX 78577

COVERAGES CERTIFICATE NUMBER: 1440471039 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	
B	X COMMERCIAL GENERAL LIABILITY			6806C7662001642	12/21/2016	12/21/2017	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			SPP111196901	10/26/2016	10/26/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			0001093256	12/2/2016	12/2/2017	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-238418

Date Filed:
07/18/2017

Date Acknowledged:
08/04/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Nuestra Clinica del Valle, Inc.
Pharr, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ No. 2017-188-07-19-HGO
Medical Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ramirez Torres, Lucy	Pharr, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-238418

Date Filed:
07/18/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Nuestra Clinica del Valle, Inc.
Pharr, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ No. 2017-188-07-19-HGO
Medical Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ramirez Torres, Lucy	Pharr, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

ESMERALDA DE LA CRUZ
Notary Public
STATE OF TEXAS
Notary ID# 347653-5
My Comm. Exp. 05-29-2021

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Lucy Ramirez Torres
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Lucy Ramirez Torres, this the 19 day of July, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Esmeralda de la Cruz	Notary Public

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

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. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: JUANA MARIA ESPEJO MD PA

EVALUATOR: _____ DATE: 8-1-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

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. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: JUANA MARIA ESPEJO MD PA

EVALUATOR: Maria de Lourdes M Acevedo DATE: 8-1-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

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. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: JUANA MARIA ESPEJO MD PA

EVALUATOR: Jorge Cantú DATE: 8-1-17

PROVIDER CONTACT INFORMATION

Facility Name: Juana Maria Espejo MD PA
Facility Address: 2404 S. Cage Blvd.
Facility Telephone # 956-702-6462 Facility Fax # 956-702-6911

Facility Tax ID # 204732028 Service Type: Primary Care Provider or LAB
Group TPI # Group NPI # 1083904890

Facility Contact Jose M. Hernandez Email Address myfamilyclinic@outlook.com

List all physicians practicing under the above tax ID#, their credentials, TPI # and NPI #

	Title	Name	TPI	NPI
1	MD	Juana M. Espejo		1538265913
2				
3				
4				
5				
6				
7				
8				
9				
10				

Billing Address 2404 S. Cage Blvd.
Billing Telephone # 956-702-6462 Billing Fax # 956-702-6911

Billing Contact Cessie Morin Email Address myfamilyclinic@outlook.com

Other Clinic Locations under the same Tax ID #

Clinic Address
Clinic Phone # Clinic Fax #

Clinic Address
Clinic Phone # Clinic Fax #

Clinic Address
Clinic Phone # Clinic Fax #

Clinic Address
Clinic Phone # Clinic Fax #

If additional lines are needed please use another sheet.

A provider must be a Texas Medicaid provider.

Revised 6-2017

PROVIDER ONLINE ACCESS REQUEST FORM

Providers can access the County Indigent Health Care Pilot Program and must check for patient eligibility and claim status through our website. In order to use the online service you must fill out this form and sign and fax it to 956-318-2019.

Once we receive this form, we will set up a user name and temporary password. We only provide one user account per provider. Should you have any questions please call 956-318-2011. Thank you.

REGISTRATION:

Provider Name: Juana Maria Espejo Fed ID# 204732028

Person requesting access: Juana Maria Espejo Title: MD

Address: 2404 S. Cage Blvd.

Telephone #: 956-702-6462 Fax #: 956-702-6911

ACKNOWLEDGEMENT

The undersigned organization by executing this acknowledgment certifies and agrees that in applying and utilizing the Online Services, the undersigned organization will utilize this online service only for its intended purpose and only for verification of patients the undersigned is providing medical services and for no other purpose. Any other use of this online service may terminate the use of this service by the undersigned organization and may submit the undersigned organization to civil and/or criminal penalties.

Juana Maria Espejo — 7/10/17

Signed Name of authorized person — Date

ACORD®

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 12/06/2016

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.

PRODUCER
Hector Ibarra(194234H)
605 S 10th St Ste D
Mcallen TX 78501-4967

CONTACT NAME:
PHONE (A/C, NO, EXT): 956-682-5919 FAX (A/C, NO): 956-340-4467
E-MAIL ADDRESS: hibarra@farmersagent.com
PRODUCER CUSTOMER ID:

INSURED
JUANA MARIA ESPEJO MDPA
2404 SOUTH CAGE
PHARR TX 78577

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Truck Insurance Exchange	21709
INSURER B: Farmers Insurance Exchange	21652
INSURER C: Mid Century Insurance Company	21687
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
2404 SOUTH CAGE, PHARR, TX, 78577

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
C	[ ] PROPERTY CAUSES OF LOSS [ ] BASIC [ ] BROAD [X] SPECIAL [ ] EARTHQUAKE [ ] WIND [ ] FLOOD [ ]	605879269	11/29/2016	11/29/2017	[X] BUILDING [X] PERSONAL PROPERTY [ ] BUSINESS INCOME [ ] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [ ] BLANKET BLDG & PP	$220,500 $27,800
	[ ] INLAND MARINE CAUSES OF LOSS [ ] NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	[ ] CRIME TYPE OF POLICY					
	[ ] BOILER & MACHINERY/ EQUIPMENT BREAKDOWN					

DEDUCTIBLES: BUILDING 10,000; CONTENTS 10,000

SPECIAL CONDITIONS/OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
TEXAS COMMUNITY BANK, NA
6721 MCPHERSON RD
LAREDO TX 78041

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

ACORD 24 (2016/03)

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EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

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. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: LUIS P BAY MD PA

EVALUATOR: Daniel Salinas DATE: 8-1-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

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RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: LUIS P BAY MD PA

EVALUATOR: Maria De Lourdes M Acevedo DATE: 8-1-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

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RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: LUIS P BAY MD PA

EVALUATOR: C. Jorge Cantú DATE: 8-1-17

PROVIDER ONLINE ACCESS REQUEST FORM

Providers can access the County Indigent Health Care Pilot Program and must check for patient eligibility and claim status through our website. In order to use the online service you must fill out this form and sign and fax it to 956-318-2019.

Once we receive this form, we will set up a user name and temporary password. We only provide one user account per provider. Should you have any questions please call 956-318-2011. Thank you.

REGISTRATION:

Provider Name: LUIS P. BAY, M.D. Fed ID# 680527962

Person requesting access: Ana Rodriguez Title: Office Manager

Address: 1401 E. RIDGE RD. STE. C MCALLEN, TX 78503

Telephone #: 956-687-8916 Fax #: 956-687-8971

ACKNOWLEDGEMENT

The undersigned organization by executing this acknowledgment certifies and agrees that in applying and utilizing the Online Services, the undersigned organization will utilize this online service only for its intended purpose and only for verification of patients the undersigned is providing medical services and for no other purpose. Any other use of this online service may terminate the use of this service by the undersigned organization and may submit the undersigned organization to civil and/or criminal penalties.

Ana Rodriguez
Signed Name of authorized person

July 13, 2017
Date

PROVIDER CONTACT INFORMATION

Facility Name: LUIS P. BAY, MD., PA
Facility Address: 1401 E. RIDGE RD. STE. C MCALLEN, TX 78503
Facility Telephone # 956-687-8916 Facility Fax # 956-687-8971

Facility Tax ID # 680527962 Service Type: Primary Care Provider or LAB
Group TPI # 156035101 Group NPI # 1285685479

Facility Contact Ana Rodriguez Email Address arodriguez.drbay@sbcglobal.net

List all physicians practicing under the above tax ID#, their credentials, TPI # and NPI #

	Title	Name	TPI	NPI
1	Physician	LUIS P. BAY, MD.	1285684860	131933707
2				
3				
4				
5				
6				
7				
8				
9				
10				

Billing Address P O Box 3350 McAllen, Texas 78501
Billing Telephone # (956) 687-8916 Billing Fax # (956) 687-8971

Billing Contact Ana Rodriguez Email Address arodriguez.drbay@sbcglobal.net

Other Clinic Locations under the same Tax ID #

Clinic Address
Clinic Phone # Clinic Fax #

Clinic Address
Clinic Phone # Clinic Fax #

Clinic Address
Clinic Phone # Clinic Fax #

Clinic Address
Clinic Phone # Clinic Fax #

If additional lines are needed please use another sheet.

A provider must be a Texas Medicaid provider.

Revised 6-2017

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

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RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: ASHLEY PEDIATRICS DAY & NIGHT CLINIC

EVALUATOR: _____ DATE: 8-1-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

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RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: ASHLEY PEDIATRICS DAY & NIGHT CLINIC

EVALUATOR: Maria de Lourdes M Acevedo DATE: 8-1-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

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3. **Understanding of Services requested** **(25)**
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	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: "PRIMARY CARE PROVIDER NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM"

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTICIPANT: ASHLEY PEDIATRICS DAY & NIGHT CLINIC

EVALUATOR: C. Jorie Tantú DATE: 8-1-17

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/18/2017

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 Jose M Davila Insurance 3000 N Mccall Rd Ste A1 Mcallen TX 78501	CONTACT NAME: Jose Davila PHONE (A/C, No, Ext): 956-683-0500 FAX (A/C, No): 866-666-5301 E-MAIL ADDRESS: jdavila@farmersagent.com PRODUCER CUSTOMER ID #:
INSURED Ashley Pediatics 801 E Nolana Ste 13 Mcallen TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Catlin Specialty Ins. Co. INSURER B : Technology Ins. Co., Inc Admitted A IX INSURER C : Texas Mutual INSURER D : Beazley Insurance Co., Inc 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			4200903695	05/27/2017	05/27/2018	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ Included
	X POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			TPP1225322	05/27/2017	05/27/2018	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)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A		0001310344	07/30/2016	07/30/2017	WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	E&O			VIDD5E170101	02/15/2017	02/15/2018	Each Claim: $1,000,000 Aggregate: $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

801 E Nolana Ste 9,13,20 Mcallen, TX 78504, 2029 E Griffin Pkwy Mission, TX 78572, 514 S Closner Blvd Pharr, TX 78577, 3135 S Sugar Rd Edinburg, TX 78539, 6201 S Cage Blvd Ste 5,6 Pharr, TX 78577, 1315 W Main Ave Alton, TX 78573, 5003 S Alamo Rd Edinburg, TX 78539, 701 N Main Donna, TX 78537, 712 Lindburg Ave Mcallen, TX 78501, 1903 E Monte Cristo Edinburg, TX 78542, 1200 E Ridge Rd Mcallen, TX 78503

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County ATTN: Purchasing Department 2812 S Highway Bus. 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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PROVIDER ONLINE ACCESS REQUEST FORM

Providers can access the County Indigent Health Care Pilot Program and must check for patient eligibility and claim status through our website. In order to use the online service you must fill out this form and sign and fax it to 956-318-2019.

Once we receive this form, we will set up a user name and temporary password. We only provide one user account per provider. Should you have any questions please call 956-318-2011. Thank you.

REGISTRATION:

Provider Name: SAROJINI BOSE, MD Fed ID# 32-0014517

Person requesting access: SAROJINI BOSE Title: MD

Address: 801 E NOLANA STE 13-A MCALLEN, TEXAS 78504

Telephone #: 956-686-2700 Fax #: 956-686-2708

ACKNOWLEDGEMENT

The undersigned organization by executing this acknowledgment certifies and agrees that in applying and utilizing the Online Services, the undersigned organization will utilize this online service only for its intended purpose and only for verification of patients the undersigned is providing medical services and for no other purpose. Any other use of this online service may terminate the use of this service by the undersigned organization and may submit the undersigned organization to civil and/or criminal penalties.

Sarojini Bose 07/17/2017

Signed Name of authorized person Date

PROVIDER CONTACT INFORMATION

Facility Name: ASHLEY PEDIATRICS DAY & NIGHT CLINIC
Facility Address: 801 E NOLANA STE 13-A MCALLEN, TEXAS 78504-6112
Facility Telephone # 956-686-2700 Facility Fax # 956-686-2708

Facility Tax ID # 32-0014517 Service Type: Primary Care Provider or LAB
Group TPI # 2965824-06 Group NPI # 1609066257

Facility Contact ROXANE ARGUELLES Email Address roxane.arguelles@ashleypediatrics.com

List all physicians practicing under the above tax ID#, their credentials, TPI # and NPI #

	Title	Name	TPI	NPI
1	MD	SAROJINI BOSE, MD	1480154-25	1235130295
2	MD	RENATO ANG, MD	1435653-09	1548265184
3	MD	ZAHEDA HUSSAIN, MD	2155665-03	1487853727
4	MD	FRANCES MYERS-MITCHELL, MD	1270191-13	1669470043
5	MD	MARIE JEAN-MICHEL, MD	1545931-09	1093885782
6	MD	CARLOS VILLALTA, MD	1391708-23	1639137193
7	PA	SARDAR ALI, PA	2930976-14	1619163425
8	NP	MONICA HERNANDEZ, NP	2160780-05	1073743191
9	PA	MONICA SHOEMAKER, PA	3151870-07	1255638029
10	PA	MARCO A. VARGAS, PA	3156028-09	1801987730

Billing Address 801 E NOLANA STE 13-A MCALLEN, TEXAS 78504
Billing Telephone # 956-259-0400 Billing Fax # 956-259-8085

Billing Contact ROXANE ARGUELLES Email Address roxane.arguelles@ashleypediatrics.com

Other Clinic Locations under the same Tax ID #

Clinic Address 801 E NOLANA STE 13-A MCALLEN, TEXAS 78504-6112
Clinic Phone # 956-686-2700 Clinic Fax # 956-686-2708

Clinic Address 2029A E GRIFFIN PARKWAY MISSION, TEXAS 78572-3222
Clinic Phone # 956-424-3222 Clinic Fax # 956-424-3225

Clinic Address 514 S CLOSNER EDINBURG, TEXAS 78539
Clinic Phone # 956-287-2300 Clinic Fax # 956-287-2315

Clinic Address 6201 S CAGE BLVD SUITE 5 PHARR, TEXAS 78577-5612
Clinic Phone # 956-283-7070 Clinic Fax # 956-283-7083

If additional lines are needed please use another sheet.

A provider must be a Texas Medicaid provider.

Revised 6-2017

PROVIDER CONTACT INFORMATION

Facility Name: ASHLEY PEDIATRICS DAY & NIGHT CLINIC
Facility Address: 801 E NOLANA STE 13-A MCALLEN, TEXAS 78504-6112
Facility Telephone # 956-686-2700 Facility Fax # 956-686-2708

Facility Tax ID # 32-0014517 Service Type: Primary Care Provider or LAB
Group TPI # 2965824-06 Group NPI # 1609066257

Facility Contact ROXANE ARGUELLES Email Address roxane.arguelles@ashleypediatrics.com

List all physicians practicing under the above tax ID#, their credentials, TPI # and NPI #

	Title	Name	TPI	NPI
1	PA	MOHAMMED FAROOQI, PA	3152761-07	1922265230
2	PA	ODIEL RODRIGUEZ, PA	3082935-08	1669706230
3	PA	LETIICA HAWKINS, PA	2877771-13	1649585027
4	NP	MARIA GALVAN, NP	3222028-07	1457621369
5	NP	MARIVEL CAVAZOS, NP	2160764-08	1598995607
6	PA	TERESA WILSON, PA	2853269-10	1861614109
7	NP	REBEKAH SOLIS, NP	3169757-07	1225308133
8	PA	JOHANNA GONZALEZ-MORIN	3174989-07	1760768584
9	PA	MAGADELA CAUDILLO, PA	3294407-06	1659345577
10	NP	MARTA PEREZ	2877029-07	1225225808

Billing Address 801 E NOLANA STE 13-A MCALLEN, TEXAS 78504-6112
Billing Telephone # 956-259-0400 Billing Fax # 956-259-8085

Billing Contact ROXANE ARGUELLES Email Address roxane.arguelles@ashleypediatrics.com

Other Clinic Locations under the same Tax ID #

Clinic Address 5003 S ALAMO ROAD EDINBURG, TEXAS 78542-8959
Clinic Phone # 956-223-2555 Clinic Fax # 956-223-2674

Clinic Address 1315 WEST MAIN STE 13-A ALTON, TEXAS 78573-1642
Clinic Phone # 956-432-0222 Clinic Fax # 956-583-2226

Clinic Address 1903 E MONTE CRISTO RD EDINBURG, TEXAS 78542-0385
Clinic Phone # 956-259-0405 Clinic Fax # 956-386-9897

Clinic Address 1200 E RIDGE RD SUITE #2 MCALLEN, TEXAS 78503-1528
Clinic Phone # 956-322-5061 Clinic Fax # 956-322-5062

If additional lines are needed please use another sheet.

A provider must be a Texas Medicaid provider.

Revised 6-2017

PROVIDER CONTACT INFORMATION

Facility Name: ASHLEY PEDIATRICS DAY & NIGHT CLINIC
Facility Address: 801 E NOLANA STE 13-A MCALLEN, TEXAS 78504-6112
Facility Telephone # 956-686-2700 Facility Fax # 956-686-2708

Facility Tax ID # 32-0014517 Service Type: Primary Care Provider or LAB
Group TPI # 2965824-06 Group NPI # 1609066257

Facility Contact ROXANE ARGUELLES Email Address roxane.arguelles@ashleypediatrics.com

List all physicians practicing under the above tax ID#, their credentials, TPI # and NPI #

	Title	Name	TPI	NPI
1	NP	NINETTE OCHOA-CORTEZ, NP	1763328-14	1407801657
2	PA	ROEL CONTRERAS, PA	3262172-08	1336353390
3	NP	HARITHA MAPAKSHI, NP	3257271-10	1467718643
4	PA	LETICIA COBOS, PA	3371072-01	1508282708
5	PA	AIDA GUIZAR, PA	3383267-02	1295858603
6	NP	JOCELYN ELNAR, NP	3387631-01	1730594912
7	NP	JUAN LLANES, NP	2888620-04	1306843347
8	NP	CELSO TUMULAK, NP	3544447-02	1720494503
9	PA	DANIEL CASANOVA , PA	3549370-01	1386777225
10	PA	GRACIELA MORALES, PA	2876161-02	1558417485

Billing Address 801E NOLANA STE 13-A MCALLEN, TEXAS 78504-6112
Billing Telephone # 956-259-0400 Billing Fax # 956-259-8085

Billing Contact ROXANE ARGUELLES Email Address roxane.arguelles@ashleypediatrics.com

Other Clinic Locations under the same Tax ID #

Clinic Address 701 N MAIN ST STE B DONNA TEXAS 78537-2766
Clinic Phone # 956-464-3649 Clinic Fax # 956-464-3670

Clinic Address 712 LINDBERG AVE MCALLEN, TEXAS 78501-2928
Clinic Phone # 956-213-8400 Clinic Fax # 956-213-8333

Clinic Address 17927 WASHINGTON PALM DR PENITAS, TEXAS 78576-8523
Clinic Phone # ~~PENDING~~ Clinic Fax # ~~PENDING~~

Clinic Address
Clinic Phone # Clinic Fax #

If additional lines are needed please use another sheet.

A provider must be a Texas Medicaid provider.

Revised 6-2017

PROVIDER CONTACT INFORMATION

Facility Name: ASHLEY PEDIATRICS DAY & NIGHT CLINIC
Facility Address: 801 E NOLANA STE 13-A MCALLEN, TEXAS 78504-6112
Facility Telephone # 956-686-2700 Facility Fax # 956-686-2708

Facility Tax ID # 32-0014517 Service Type: Primary Care Provider or LAB
Group TPI # 2965824-06 Group NPI # 1609066257

Facility Contact ROXANE ARGUELLES Email Address roxane.arguelles@ashleypediatrics.com

List all physicians practicing under the above tax ID#, their credentials, TPI # and NPI #

	Title	Name	TPI	NPI
1	NP	RAQUELA TORRES	3673899-01	1417313156
2				
3				
4				
5				
6				
7				
8				
9				
10				

Billing Address 801E NOLANA STE 13-A MCALLEN, TEXAS 78504-6112
Billing Telephone # 956-259-0400 Billing Fax # 956-259-8085

Billing Contact ROXANE ARGUELLES Email Address roxane.arguelles@ashleypediatrics.com

Other Clinic Locations under the same Tax ID #

Clinic Address
Clinic Phone # Clinic Fax #

Clinic Address
Clinic Phone # Clinic Fax #

Clinic Address
Clinic Phone # Clinic Fax #

Clinic Address
Clinic Phone # Clinic Fax #

If additional lines are needed please use another sheet.

A provider must be a Texas Medicaid provider.

Revised 6-2017

Provider Name	TPI #	NPI
Dr. Sarojini Bose	1480154-25	1235130295
Enrollment Date:04/22/2014	1480154-26	1235130295
Effective Date: 07/16/2003		
Dr. Renato Ang	1435653-09	1548265184
Enrollment Date: 8/27/2014		
Effective Date: 03/16/2011		
Dr. Zaheda Hussain	2155665-03	1487853727
Enrollment Date:8/11/2014		
Effective Date:9/9/2010		
Dr. Frances Myers Mitchell	1270191-13	1669470043
Enrollment Date: 8/19/2014		
Effective Date: 5/14/2013		
Dr. Marie Jose Jean-Michel	1545931-08	1093885782
Enrollment Date:01/05/2015		
Effective Date:10/01/2014		
Dr. Carlos Villalta	1391708-23	1639137193
Enrollment Date: 6/8/2015		
Effective Date: 05/1/2015		
Sardar Ali	2930976-14	1619163425
Effective Date:12/12/2011		
Monica Hernandez	2160780-05	1073743191
Effective Date12/19/2011	2160780-06	1073743191
Monica Shoemaker	3151870-07	1255638029
Effective Date 12/12/2011		
Marco A. Vargas	3156028-09	1801987730
Effective Date 12/14/2011		
Mohammed Farooqi	3152761-07	1922265230
Effective Date 1/14/2014	3152761-08	1922265230
Odiel Rodriguez	3082935-08	1669706230
Effective Date: 12/12/2011		
Leticia Hawkins	2877771-13	1649585027
Effective Date 3/6/2013		
Maria D Galvan	3222028-07	1457621369
Effective Date 01/03/2012		

Marivel Cavazos	2160764-08	1598995607
Effective Date 1/1/2012		
Teresa Wilson	2853269-10	1861614109
Effective Date 5/20/2013	2853269-11	1861614109
Rebekah Solis	3169757-07	1225308133
Effective Date 3/16/2013	3169757-08	1225308133
Johanna Gonzalez Morin	3174989-07	1760768584
Effective Date 3/26/2013		
Magdalena Caudillo	3294407-06	1659345577
Effective Date3/27/2013		
Marta Perez	2877029-07	1225225808
Effective Date:2/1/2013	2877029-08	1225225808
Ninette Ochoa-Cortez	1763328-14	1407801657
Effective Date 11/1/2013		
Roel Contreras	3262172-08	1336353390
Effective Date11/2/2013		
Haritha Mapakshi	3257271-10	1467718643
Effective Date 11/01/2013		
Leticia Cobos	3371072-01	1508282708
Effective Date 05/03/2014		
Aida Guizar	3383267-02	1295858603
Effective Date 07/16/2014		
Jocelyn Elnar	3387631-01	1730594912
Effective Date 7/1/2014		
JUAN LLANES	2888620-04	1306843347
Effective Date 08/30/2015	2888620-05	1306843347
CELSO TUMULAK	3544447-02	1720494503
Effective Date 11/09/2015	3544447-03	1720494503
DANIEL CASANOVA	3549370-01	1386777225
Effective Date 12/31/2015	3549370-02	1386777225
GRACIELA MORALES	2876161-02	1558417485
Effective Date	2876161-03	1558417485
RAQUELA TORRES	3673899-01	1417313156

Effective Date 01/17/2017	3673899-02	1417313156

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-238556

Date Filed:
07/19/2017

Date Acknowledged:
07/20/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ashley Pediatrics Day & Night Clinic
Mcallen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY PURCHASING OFFICE

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-188-07-19-HGO
HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ASHLEY PEDIATRICS DAY & NIGHT CLINIC	MCALLEN, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-238556

Date Filed:
07/19/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ashley Pediatrics Day & Night Clinic
Mcallen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
HIDALGO COUNTY PURCHASING OFFICE

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2017-188-07-19-HGO
HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
ASHLEY PEDIATRICS DAY & NIGHT CLINIC	MCALLEN, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MAYRA ELIZABETH MARTINEZ
Notary Public, State of Texas
Comm. Expires 04-20-2021
Notary ID 124661197

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the 13th day of July, 20 17, to certify which, witness my hand and seal of office.

Mayra E Martinez — Signature of officer administering oath
Mayra E Martinez — Printed name of officer administering oath
Notary — Title of officer administering oath

AI-60996 **Purchasing Department** **25. G. 3.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a) Requesting approval of the first vendor qualified by Health & Human Services Department for Hidalgo County Indigent Care Level 2 Pilot Program "Laboratory & X-ray Services Network", *Mobile X-rays on Demand, LLC*; and,
b) Authorization to admit additional laboratories to "the network" as they are being submitted and qualified by Health & Human Services Department for the life of the program with all subsequent vendors for: "Laboratory & X-ray Services Network" are subject to compliance with HB1295.

BACKGROUND

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

*pending set up of account in order to fund this project.

Attachments

form
Evaluations
TPI Info
Provider Online Access Request
Current Insurance
HB1295

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/04/2017 02:45 PM
Budget & Management	Veronica Ortiz	08/04/2017 03:16 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Heidi Ortiz		Started On: 08/03/2017 01:29 PM

Final Approval Date: 08/04/2017

NO CONFLICT DISCLOURE FORM

Name of Government Officer/Employee: MARIA DE LOURDES M ACEVEDO

Title/Position: Human Services Coordinator

Contract for Goods/Services: **XRAY AND LABS NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM**

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. MOBILE X-RAYS ON DEMAND LLC
2. _____
3. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: _____

Dated: _____

NO CONFLICT DISCLOURE FORM

Name of Government Officer/Employee: Dairen Sarmiento

Title/Position: Human Services Director

Contract for Goods/Services: **XRAY AND LABS NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM**

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. MOBILE X-RAYS ON DEMAND LLC
2. _____
3. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Dairen Sarmiento

Dated: 8/7/17

NO CONFLICT DISCLOURE FORM

Name of Government Officer/Employee: Janie Cantu / Hidalgo County Indigent Program

Title/Position: Billing Specialist I

Contract for Goods/Services: **XRAY AND LABS NETWORK FOR THE HIDALGO COUNTY INDIGENT HEALTH CARE LEVEL 2 PILOT PROGRAM**

Name of Vendors contracting with OR seeking to contract with Hidalgo County:

1. MOBILE X-RAYS ON DEMAND LLC
2. _____
3. _____

In my review, grading, selection or approval of the above identified vendors, I hereby affirm that I have no conflicts to disclose (employment/business, family or gifts exceeding $100) in connection with the above identified vendor(s) as required by section 176 of the Texas Local Government Code.

Signed: Janie Cantu

Dated: 8-07-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

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. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: **"Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"**

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTIPANT: MOBILE X RAYS ON DEMAND LLC

EVALUATION: Daniel Guerra Date: 8-1-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

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. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: **"Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"**

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTIPANT: MOBILE X RAYS ON DEMAND LLC

EVALUATION: Maria De Lourdes M Acevedo Date: 8-1-17

EVALUATION CRITERIA

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

RFQ Evaluation Criteria

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. **Qualifications of Provider** **(25)**
2. **Experience of Provider/Ability to Commit Resources** **(25)**
3. **Understanding of Services requested** **(25)**
4. **Familiarity with Applicable Rules and Regulations** **(25)**

RFQ EVALUATION FORM

	SELECTION CRITERIA	TOTAL SCORE
1	Qualifications of Provider	25
2	The experience of Provider/Ability to Commit Resources	25
3	Understanding of Services being requested	25
4	Familiarity with Applicable Rules and Regulations	25
	TOTAL	100

COMMENTS:

PROJECT NAME: **"Laboratory and X-Ray Services for the Hidalgo County Indigent Health Care Level 2 Pilot Program"**

DEPARTMENT: HEALTH & HUMAN SERVICES DEPARTMENT

FIRM/PARTIPANT: MOBILE X RAYS ON DEMAND LLC

EVALUATION: Janie Portes Date: 8-1-17

PROVIDER CONTACT INFORMATION

Facility Name: Mobile X-rays On Demand LLC
Facility Address: 3300 Buddy Owens Blvd McAllen, Tx 78504
Facility Telephone # (956) 972-0400 Facility Fax # (956) 972-0402

Facility Tax ID # 270489288 Service Type: Primary Care Provider or LAB
Group TPI # 3360751 7 -01 Group NPI #
308999-01
Facility Contact Dagoberto Barrera Email Address dago@xraysondemand.com

List all physicians practicing under the above tax ID#, their credentials, TPI # and NPI #

	Title	Name	TPI	NPI
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Billing Address 3300 Buddy Owens Blvd McAllen, Tx 78504
Billing Telephone # (956) 972-0400 Billing Fax # (956) 972-0402

Billing Contact Mary Sanches Email Address Mary@xraysondemand.com

Other Clinic Locations under the same Tax ID #

Clinic Address
Clinic Phone # Clinic Fax #

Clinic Address
Clinic Phone # Clinic Fax #

Clinic Address
Clinic Phone # Clinic Fax #

Clinic Address
Clinic Phone # Clinic Fax #

If additional lines are needed please use another sheet.

A provider must be a Texas Medicaid provider. Revised 6-2017

Remittance and Status
Date: 08/04/2017

Mail original claim to:
Texas Medicaid
P.O. Box 200555
Austin, Texas 78720-0555

Mail all other correspondence to:
Texas Medicaid
12357-B Riata Trace Parkway
Austin, Texas 78727-6422

(800) 925-9126

MOBILE XRAYS ON DEMAND LLC
3235 N 38TH ST
MCALLEN, TX 78501-3301
(956) 972-0400

TPI: 3088999-01
NPI/API: 1417265174
Taxonomy: 335V00000X
Benefit Code:
Report Seq. Number: 31
RES Number: 50438016

BANNER PAGE

(07/28/17 THROUGH 08/18/17) *****ATTENTION ECI PROVIDERS*****

EFFECTIVE FOR DATES OF SERVICE ON OR AFTER SEPTEMBER 1, 2017, EARLY CHILDHOOD INTERVENTION (ECI) SERVICES COMPREHENSIVE CARE PROGRAM (CCP) BENEFITS WILL BE UPDATED FOR TEXAS MEDICAID.

DETAILS ARE AVAILABLE ON THE TMHP WEBSITE AT WWW.TMHP.COM. FOR MORE INFORMATION, CALL THE TMHP CONTACT CENTER AT 1-800-925-9126.

(07/28/17 THROUGH 08/18/17) *****ATTENTION MTP PROVIDERS*****

EFFECTIVE SEPTEMBER 1, 2017, LOGISTICARE SOLUTIONS LLC, WILL BEGIN PROVIDING NONEMERGENCY MEDICAL TRANSPORTATION (NEMT) SERVICES IN MANAGED TRANSPORTATION ORGANIZATION (MTO) REGIONS 1 AND 10.

DETAILS ARE AVAILABLE ON THE TMHP WEBSITE AT WWW.TMHP.COM. FOR MORE INFORMATION, CALL MTP AT 1-855-435-7182.

MOBILE XRAYS ON DEMAND LLC
3235 N 38TH ST
MCALLEN, TX 78501-3301
(956) 972-0400

YOUR AIS NUMBER IS 308899901
FOR AIS INQUIRY CALL TOLL FREE 1-(800) 925-9126
THE PROVIDER MANUAL PROVIDES DETAILS.
PHYSICAL ADDRESS ON RECORD:
MOBILE XRAYS ON DEMAND LLC
3300 BUDDY OWENS AVE
MCALLEN, TX 78504-5270

(956) 972-0400

04:28:16 p.m. 08-01-2017

Texas Medicaid
Remittance and Status Report
Date: 08/04/2017

Mail original claim to:
Texas Medicaid
P.O. Box 200555
Austin, Texas 78720-0555

Mail all other correspondence to:
Texas Medicaid
12357-B Riata Trace Parkway
Austin, Texas 78727-6422

(800) 925-9126

MOBILE X-RAYS ON DEMAND LLC
3300 BUDDY OWENS AVE
MCALLEN, TX 78504-5270
(956) 972-0400

TPI: 3367567-01
NPI/API: 1922350628
Taxonomy: 261QR0208X
Benefit Code:
Report Seq. Number: 31
R&S Number: 50426986

BANNER PAGE

(07/28/17 THROUGH 08/18/17) *****ATTENTION ECI PROVIDERS*****

EFFECTIVE FOR DATES OF SERVICE ON OR AFTER SEPTEMBER 1, 2017, EARLY CHILDHOOD INTERVENTION (ECI) SERVICES COMPREHENSIVE CARE PROGRAM (CCP) BENEFITS WILL BE UPDATED FOR TEXAS MEDICAID.

DETAILS ARE AVAILABLE ON THE TMHP WEBSITE AT WWW.TMHP.COM. FOR MORE INFORMATION, CALL THE TMHP CONTACT CENTER AT 1-800-925-9126.

(07/28/17 THROUGH 08/18/17) *****ATTENTION MTP PROVIDERS*****

EFFECTIVE SEPTEMBER 1, 2017, LOGISTICARE SOLUTIONS LLC, WILL BEGIN PROVIDING NONEMERGENCY MEDICAL TRANSPORTATION (NEMT) SERVICES IN MANAGED TRANSPORTATION ORGANIZATION (MTO) REGIONS 1 AND 10.

DETAILS ARE AVAILABLE ON THE TMHP WEBSITE AT WWW.TMHP.COM. FOR MORE INFORMATION, CALL MTP AT 1-855-435-7182.

MOBILE X-RAYS ON DEMAND LLC
3300 BUDDY OWENS AVE
MCALLEN, TX 78504-5270
(956) 972-0400

YOUR AIS NUMBER IS 336756701
FOR AIS INQUIRY CALL TOLL FREE 1-(800) 925-9126
THE PROVIDER MANUAL PROVIDES DETAILS.
PHYSICAL ADDRESS ON RECORD:
MOBILE X-RAYS ON DEMAND LLC
3300 BUDDY OWENS AVE
MCALLEN, TX 78504-5270

(956) 972-0400

19569720402

PROVIDER ONLINE ACCESS REQUEST FORM

Providers can access the County Indigent Health Care Pilot Program and must check for patient eligibility and claim status through our website. In order to use the online service you must fill out this form and sign and fax it to 956-318-2019.

Once we receive this form, we will set up a user name and temporary password. We only provide one user account per provider. Should you have any questions please call 956-318-2011. Thank you.

REGISTRATION:

Provider Name: Mobile X-rays On Demand LLC Fed ID# 270489288

Person requesting access: Dagoberto Barrera Title: CEO

Address: 3300 Buddy Owens Blvd McAllen, TX 78504

Telephone #: (956) 972-0400 Fax #: (956) 972-0402

ACKNOWLEDGEMENT

The undersigned organization by executing this acknowledgment certifies and agrees that in applying and utilizing the Online Services, the undersigned organization will utilize this online service only for its intended purpose and only for verification of patients the undersigned is providing medical services and for no other purpose. Any other use of this online service may terminate the use of this service by the undersigned organization and may submit the undersigned organization to civil and/or criminal penalties.

Dagoberto Barrera — 7-12-17

Signed Name of authorized person — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2017

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
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078

CONTACT NAME: GREG KLEMENT
PHONE (A/C, No, Ext): (972) 562-7455 FAX (A/C, No): (972) 562-7129
E-MAIL ADDRESS: GREG@KLEMENTAGENCY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: CERTAIN UNDERWRITERS LLOYDS	
INSURER B: AMERICAN HALLMARK INSURUANCE	
INSURER C: TEXAS MUTUAL INS. CO.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
MOBILE X-RAYS ON DEMAND LLC
3300 BUDDY OWENS BLVD.
MCALLEN TX 78504-

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			W1A8AB170201	01/11/2017	01/11/2018	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X Professional With Hiscox #456325						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
							Professional Mal Pra	$ 1,000,000
	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 $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SBP0001273759-2016	08/05/2016	08/05/2017	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N / N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
b	PROPERTY			44CL472917-05	01/11/2017	01/11/2018	CONTENTS	62,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RFP # 2012-175-10-17-SMA

AI 107062

CERTIFICATE HOLDER
HIDALGO COUNTY
ATTN: PURCHASING DEPT
2812 S BUSINESS HWY 281
EDINBURG TX 78539-
Fax: ( ) -

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 INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-245304

Date Filed:
08/03/2017

Date Acknowledged:
08/04/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Mobile X-Rays On Demand LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hildago County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2017-189-07-19-HGO
Portable Xrays

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-245304

Date Filed:
08/03/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mobile X-Rays On Demand LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hildago County

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2017-189-07-19-HGO
Portable Xrays

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

GUADALUPE RAMON
Notary Public, State of Texas
ID# 12487363-6
My Commission Expires
03-26-2020
AFFIX NOTARY STAMP/SEAL ABOVE

Brenda Barrera
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Brenda Barrera, this the 3rd day of August 20 17, to certify which, witness my hand and seal of office.

Guadalupe Ramon — Guadalupe Ramon — Notary for State of Texas
Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

AI-60925 **Purchasing Department** **25. H. 1.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the sole responsible vendor submitting the lowest and best bid [and meeting all specifications and requirements] for the purpose of award of bid to BIC Development Corporation, including approval of the contract for the project numbered and titled: RFB No.: 2017-151-07-19-HGO - "Lease of Office Space - Edinburg WIC Administration Office".

BACKGROUND

a.] 10 packets requested and distributed
b.] 1 bid received
c.] Current contract expires October 30, 2017

C-17-151-08-08

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1292-441-00-350-001-X-441

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

BUDGETARY IMPACT:

Funds available two months only. Pending new FY grant budget.

Attachments

HB1295
SAM.gov
Legal Approval
Department Approval
contract
lease

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	07/31/2017 02:30 PM
Budget & Management	Veronica Ortiz	07/31/2017 02:32 PM
Merlen P. Munoz	Merlen P. Munoz	08/03/2017 10:18 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Heidi Ortiz		Started On: 07/28/2017 04:57 PM

Final Approval Date: 08/04/2017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-237351

Date Filed:
07/17/2017

Date Acknowledged:
07/20/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BIC DEVELOPMENT CORP
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HIDALGO COUNTY WIC PROGRAM

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB NO: 2017-151-07-19-HGO
Lease Office Space - Edinburg WIC Administration Offices

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-237351

Date Filed:
07/17/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
BIC DEVELOPMENT CORP
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
HIDALGO COUNTY WIC PROGRAM

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFB NO: 2017-151-07-19-HGO
Lease Office Space - Edinburg WIC Administration Offices

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
YOLANDA FLORES
Notary ID# 510247-1
My Comm Exp 7-31-2020

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard A. Saenz, President, this the 18th day of July, 20 17, to certify which, witness my hand and seal of office. of BIC Development Corp.

Yolanda Flores — Signature of officer administering oath
Yolanda Flores — Printed name of officer administering oath
Notary — Title of officer administering oath

Username Password

Log In

Forgot Username? Forgot Password? Create an Account

Entity Dashboard

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

BIC Development Corp.

DUNS: 080362462 CAGE Code: 7PML4

Status: Active

3910 W Freddy Gonzalez Dr
Edinburg, TX, 78539-9308
UNITED STATES

Expiration Date: 09/08/2017

Purpose of Registration: All Awards

Entity Registration

Entity Registration

Please see below for the entire Entity Registration record. If you would like have a copy of this list please use the **Print** button.

PRINT

Current Record

VIEW SELECTED RECORD

DUNS Number: 080362462
D&B Legal Business Name: BIC Development Corp.
Doing Business As: (none)

Core Data [Expand All] | [Collapse All]

Business & TIN Information:

Business Information:

Business Start Date:	11/04/2009
Fiscal Year End Close Date:	12/31
Company Division Name:	
Company Division Number:	
Corporate URL:	
Congressional District:	TX 15
Initial Registration Date:	08/23/2016
Submission Date:	09/08/2016
Activation Date:	09/08/2016
Expiration Date:	09/08/2017

Physical Address:

Address Line 1:	3910 W Freddy Gonzalez Dr
City:	Edinburg
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	78539 - 9308

Mailing Address:

Address Line 1:	3910 W. Freddy Gonzalez Dr.
Address Line 2:	
City:	Edinburg
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	78539

CAGE/NCAGE Code

CAGE:	7PML4
Does this entity have an Immediate Owner?	No
Does this entity have any Predecessors?	No

General Information

Country of Incorporation:	UNITED STATES
State of Incorporation:	TX

Business Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional

small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA Supplemental Pages during registration.

Entity Structure

Corporate Entity (Not Tax Exempt)

Profit Structure

For Profit Organization

Business Types

Hispanic American Owned

Minority Owned Business

Entity Type

Business or Organization

Purpose of Registration

All Awards

Financial Information

Do you accept credit cards as a method of payment? No

Account Details:

CAGE Code: 7PML4

Electronic Funds Transfer:

Automated Clearing House (ACH):

Executive Compensation Questions

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to Proceedings questions in accordance with FAR 52.209-7, FAR 52.209-8, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results: **Yes**

Assertions [Expand All] | [Collapse All]

Goods & Services:

NAICS Codes Selected

NAICS Code	Primary	Description
531120	Yes	LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)

Product & Service Codes Selected

PSC	Description
X1AA	LEASE/RENTAL OF OFFICE BUILDINGS

Size Metrics

World Wide:

Location (Optional):

EDI Information

Do you wish to enter EDI Information for your non-government entity? -

Disaster Response Information

Do you wish to be included in the Disaster Response Registry? No
Does your company require bonding to bid on Contracts?
Geographic Area Served:

Representations and Certifications [Expand All] | [Collapse All]

Representations and Certifications:

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, Richard A. Garza, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent BIC Development Corp. in any of the above representations or certifications to the Government.

READ ONLY PROVISIONS - The following FAR and DFARS provisions are provided for you to read. They do not require completion of any data. Select the provision number to expand and review the full text. When certifying to the information on this page, you are also certifying that you have read each one of these provisions.

FAR 52.203-11: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

FAR 52.209-10: Prohibition on Contracting with Inverted Domestic Corporations.

FAR 52.212-5: Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.

FAR 52.222-38: Compliance with Veterans' Employment Reporting Requirements

FAR 52.222-50: Combating Trafficking in Persons

FAR 52.222-56: Certification Regarding Trafficking in Persons Compliance Plan.

FAR 52.223-1: Biobased Product Certification

FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification

FAR 52.225-25: Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications

FAR 52.227-6: Royalty Information (Alternate I)

The FAR and DFARS provisions shown below have been populated based on data you provided earlier in your registration. Please open and review each provision before you proceed from this page. If you need to correct any data, a link will be provided to the relevant page for editing.

FAR 52.203-2: Certificate of Independent Price Determination.

FAR 52.204-3: Taxpayer Identification

FAR 52.204-5: Women-Owned Business (Other Than Small Business)

FAR 52.204-17: Ownership or Control of Offeror

FAR 52.204-20: Predecessor of Offeror

FAR 52.209-2: Prohibition on Contracting with Inverted Domestic Corporations-Representation

FAR 52.209-5: Certification Regarding Responsibility Matters

FAR 52.209-11: Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law

FAR 52.212-3: Offeror Representations and Certifications -Commercial Items (Alternate I)

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The NAICS Codes shown are only those you selected. Use the "View More" button to see your entity's size status for any NAICS Code.

FAR 52.214-14: Place of Performance-Sealed Bidding

FAR 52.215-6: Place of Performance

FAR 52.219-1: Small Business Program Representations (Alternate I)

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The NAICS Codes shown are only those you selected. Use the "View More" button to see your entity's size status for any NAICS Code.

FAR 52.219-2: Equal Low Bids

FAR 52.222-18: Certification Regarding Knowledge of Child Labor for Listed End Products

FAR 52.222-22: Previous Contracts and Compliance Reports

FAR 52.222-25: Affirmative Action Compliance

FAR 52.222-48: Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification

FAR 52.222-52: Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification

FAR 52.223-4: Recovered Material Certification

FAR 52.223-9: Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)

FAR 52.225-2: Buy American Certificate

FAR 52.225-4: Buy American-Free Trade Agreements-Israeli Trade Act Certificate

FAR 52.225-6: Trade Agreements Certificate

FAR 52.226-2: Historically Black College or University and Minority Institution Representation

FAR 52.227-15: Representation of Limited Rights Data and Restricted Computer Software

[Expand All] | [Collapse All]

Points of Contact

Mandatory Points of Contact:

Accounts Receivable POC

Electronic Business POC

Title:	Accountant
First Name:	Belinda
Middle Name:	
Last Name:	Menchaca
US Phone:	(956)383-6295
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	3910 W. Freddy Gonzalez Dr.
Address Line 2:	
City:	Edinburg
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	78539

Government Business POC

Title:	Office Manager
First Name:	Yolanda
Middle Name:	
Last Name:	Flores
US Phone:	(956)383-6295
Extension:	
NON US Phone:	
Notes:	
Address Line 1:	3910 W. Freddy Gonzalez Dr.
Address Line 2:	
City:	Edinburg
State/Province:	TX
Country:	UNITED STATES
ZIP/Postal Code:	78539

Optional Points of Contact:

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

Re: Lease of Office Space - Edinburg WIC Admin Offices

From : Robert Vina <robert.vina@da.co.hidalgo.tx.us>
Fri, Jul 28, 2017 04:40 PM
1 attachment

Subject : Re: Lease of Office Space - Edinburg WIC Admin Offices

To : Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us>

Cc : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Good Afternoon Heidi,
We reviewed the Draft Lease Agreement for Edinburg WIC Administrative Offices as requested. It is approved as to form with the following recommended revisions. Please find attached a draft of the lease agreement which includes said revisions.

1. Section 1.1 - revised term to 11 months pursuant to our conversation wherein you indicated the dates provided were accurate.
2. Added footer to delineate lease provisions and page numbers.

Please let us know if you have any questions.
Thank you,

Robert Viña III

Assistant District Attorney
Civil Litigation Division

Office of the Criminal District Attorney
Hidalgo County, Texas
100 E. Cano
Edinburg, TX 78539
(956) 292-7609 EXT 8187
(956) 292-7619 FAX

robert.vina@da.co.hidalgo.tx.us

****

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****

On Wed, Jul 26, 2017 at 1:50 PM, Heidi Garcia Ortiz <heidi.ortiz@co.hidalgo.tx.us> wrote:

> Good afternoon Bobby:
>
> Attached you will find the contract for the above-mentioned project for review and approval. As the contract lists Exhibit A as the legal description, I have attached the exhibit sheets as well. Let me know if you need anything else.
>
> Sincerely,
>
> Heidi
>
> --
> Heidi Garcia Ortiz, Buyer III
> Hidalgo County Purchasing Department
> 2802 S. Business Hwy 281
> Edinburg, TX 78539
> 956-292-7000 Ext. 4877
> 956-292-7612 Fax
> heidi.ortiz@co.hidalgo.tx.us

LEASE-WIC Facility.docx
39 KB

Hidalgo County Purchasing Office

2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Clarissa Ramirez, Director
Hidalgo County WIC Program

ATTN: Margarita Gonzalez, Admin. Assist. II

FROM: Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department

DATE: July 20, 2017

RE: **Request for Recommendation: Bid No. -2017-151-07-19-HGO**
Hidalgo County WIC Program- "Lease of Office Space – Edinburg WIC Administration Offices"

We have received ONE (1) response to the above-mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advise 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 **July 26, 2017, @ 10:00 A.M. or if possible, earlier.** Please indicate your recommendation or any concerns in the space provided below and reply to the Purchasing Department via fax to (956) 292-7612 or via email to heidi.ortiz@co.hidalgo.tx.us

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT: 7-1292-441-00-350-001-7-441

Recommendations/Concerns: Please award bid to sole bidder

Should you have any questions or require further information please do not hesitate to call me at 292-7000- ext. 4877. Thank you for your attention and cooperation to this matter.

Clarissa Ramirez	Clarissa Ramirez	WIC	7/20/17
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM	
BID OPENING DATE: July 19, 2017	**BID OPENING TIME:** 9:30 A.M.
DESCRIPTION OF BID: LEASE OFFICE SPACE-EDINBURG-WIC ADMIN. OFFICES	
BID NO: 2017-151-07-19-HGO	**BUYER:** *Heidi Garcia Ortiz*

#1	BIC INVESTMENTS 3105 W. University Edinburg, TX. 78539	Price Per Square Foot	**$ 0.84**
		Total Sq. Ft. of Proposed Building: sq. ft : 6,000 **Total Amount $ 5,040.00**	

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-17-151-08-08

THIS LEASE is made and entered into by and between BIC Development Corporation, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, acting for and on behalf of its Women, Infant Children Program (WIC) referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease and in accordance with specification on the Request for Bid (RFB), a copy of such Request for Bid (RFB) Procurement Packet and the bid page attached hereto as Exhibit "B" (the "RFB"), and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described in Exhibit "A", (Legal Description), attached hereto.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for eleven (11) months commencing on October 31**, 2017** (as hereinafter defined) and ending on September 30**, 2018** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional four (4) one (1) year terms, the first such one year renewal term shall commence on October 1, 2018 and like commencement date of succeeding terms shall be October 1 and the remainder of this Lease shall be under the same rates, terms and conditions. Hidalgo County reserves the right to extend this agreement for an additional sixty (60) day grace period at the end of the contract term (subject to the same terms, and conditions) for unforeseen delay in award of new bid for next contract term. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation 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.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Five Thousand Forty Dollars ($5040.00) per month forth. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in

advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **3910 W. Freddy Gonzalez Dr., Edinburg, TX** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that result in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for repairs or damage to the Premises caused solely by Lessee's negligent use of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a

good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintenance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent or terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same

shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. TRADE FIXTURES AND SIGNS

Trade Fixtures

7.1 Lessee has the right at all times to erect or install shelves, temporary office partitions, bins, machinery, equipment, or other trade fixtures, in, on, or about the Leased Premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee has the right to remove all trade fixtures at the termination of this Lease, provided Lessee is not in default under the Lease and that the fixtures can be removed without structural damage to the building. Lessee must repair any damage to the Leased Premises caused by removal of trade fixtures, and all such repairs must be completed prior to the termination of the Lease. Any trade fixtures that have not been removed

by Lessee at the termination of this Lease shall be deemed abandoned by the Lessee and shall automatically become the property of Lessor. In the event any trade fixture installed by Lessee is abandoned at the termination of the Lease, Lessee must pay Lessor any reasonable expense actually incurred by Lessor to remove the fixture from the Premises, less the fair market value of the fixture once removed, provided the fixture is removed within thirty (30) days after the Lessee has surrendered possession of the Premises.

Signs

7.2 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollars ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by

this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverage to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but

Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are un-tenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to

terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then

Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its

rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sub lessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Closner
Edinburg, Texas 78539

Lessor:
BIC Development Corporation
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, 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 any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in

connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee.

Entire Agreement

14.14 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.

Immunities

14.15 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.

Nondiscrimination

14.16 The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

14.17 Lessor shall be responsible for ensuring Premises comply with the Americans with Disabilities Act (ADA) as amended. Any contest by the Lessor of any law, rule, order, ordinance, regulation or requirement of the ADA shall be done with due diligence through appropriate legal proceeding at no cost to Lessee, and shall not subject the Lessee to criminal prosecutions or penalties or encumbrance the Premises in any way.

Additional Documents

14.18 The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of _____, 2017.

LESSEE:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

LESSOR:

_____
BIC Development Corporation

By: _____

Approved as to Form:
Office of District Attorney

By: _____
Robert Vina, III
Assistant District Attorney

Exhibit "A"

Legal Description

Exhibit "A"
Legal Descriptions

Geographic ID No.: W-3900-00-000-003-00
Legal Description: Lot 3, West University Business Park, Hidalgo County Texas
Location: 3105 W. University, Edinburg, Texas 78539

METES AND BOUNDS

Being a 1.10 acre tract of land out of Lot 5, Section 276, Texas-Mexican Railway Company Survey, Hidalgo County, Texas, as per map recorded in Volume 24, Pages 170-171, Deed records of Hidalgo County, Texas, said 1.10 acre tract to be known as Lot 2, West University Business Park Subdivision and being more particularly described by metes and bounds as follows:

BEGINNING at a Half (½) inch iron rod set for the Northwest corner of this tract of land, said Northwest corner bears North 80° 53' West, 350.0 feet, Thence South 08° 59' West, 688.5 feet from a three-quarter (¾) inch pipe found at the Northeast corner of Lot 5;

THENCE South 80° 53' East, 250.0 feet to a half (½) inch iron rod set for the Northeast corner of this tract of land;

THENCE South 80° 59' West, 192.0 feet to a half (½) inch iron rod set for the Southeast corner of this tract of land;

THENCE North 80° 53' West, 250.0 feet to a half (½) inch iron rod set for the Southwest corner of this tract of land;

THENCE North 08° 59' East, 192.0 feet to the PLACE OF BEGINNING, containing 1.1 acres, more or less.

Hidalgo CAD

Property Search Results > 564417 BIC DEVELOPMENT CORP for Year 2017

Property

Account

Property ID:	564417	Legal Description:	WEST UNIVERSITY BUSINESS PARK LOT 3
Geographic ID:	W3900-00-000-0003-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	3109 W UNIVERSITY DR EDINBURG, TX	Mapsco:	
Neighborhood:	WEST UNIVERSITY BUSINESS PARK	Map ID:	CEB VOL 31 PG 186
Neighborhood CD:	W390000		

Owner

Name:	BIC DEVELOPMENT CORP	Owner ID:	935006
Mailing Address:	3910 W FREDDY GONZALEZ DR EDINBURG, TX 78539-9308	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$26,475		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$135,000	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0
(=) Market Value:	=	$161,475		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$161,475		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$161,475		

Taxing Jurisdiction

Owner: BIC DEVELOPMENT CORP
% Ownership: 100.0000000000%
Total Value: $161,475

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$161,475	$161,475	$0.00

CEB	CITY OF EDINBURG	0.635000	$161,475	$161,475	$1,025.37
DR1	DRAINAGE DISTRICT #1	0.095100	$161,475	$161,475	$153.56
GHD	HIDALGO COUNTY	0.590000	$161,475	$161,475	$952.70
JCC	SOUTH TEXAS COLLEGE	0.185000	$161,475	$161,475	$298.73
R15	ROAD DIST 15	0.000000	$161,475	$161,475	$0.00
SEB	EDINBURG ISD	1.239800	$161,475	$161,475	$2,001.97
SST	SOUTH TEXAS SCHOOL	0.049200	$161,475	$161,475	$79.45
	Total Tax Rate:	2.794100			
				Taxes w/Current Exemptions:	$4,511.78
				Taxes w/o Exemptions:	$4,511.77

Improvement / Building

Improvement #1: COMMERCIAL **State Code:** F1 **Living Area:** 270.0 sqft **Value:** $26,475

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
OFF	OFFICE	50 - CLW	CBK	1970	270.0
STG	STORAGE	50CL	CBK	1970	2220.0
CLF	CHAIN LINK FENCE	*		1994	190.0
STG	STORAGE	*		2011	36.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.7748	33750.00	135.00	250.00	$135,000	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2018	N/A	N/A	N/A	N/A	N/A	N/A
2017	$26,475	$135,000	0	161,475	$0	$161,475
2016	$12,212	$108,000	0	120,212	$0	$120,212
2015	$23,138	$81,000	0	104,138	$0	$104,138

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	7/17/2013	DWW	DEED WITHOUT WARRANTY	GARZA RICHARD A	BIC DEVELOPMENT CORP			2431556 & 60
2		CONV	CONVERSION	MARTINEZ ALMA MIRELLA	GARZA RICHARD A			

Tax Due

Property Tax Information as of 07/26/2017

Amount Due if Paid on:

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

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

Questions Please Call (956) 381-8466

Website version: 1.2.2.14 Database last updated on: 7/25/2017 11:14 PM © N. Harris Computer Corporation

Exhibit "B"

Request for Bid (RFB)

Packet

&

Bid Page

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

July 3, 2017

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Bids -**"Lease of Office Space – Edinburg WIC Administration Office"**
RFB Bid No: 2017-151-07-19-HGO

Dear Ladies/Gentlemen:

Enclosed, please find the Request for Bids (RFB) packet. **Modifications and new requirements** have been added and implemented so carefully read and review all instructions, requirements, and specifications.

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 x 4877.

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/*hgo*
Enclosures

HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

TABLE OF CONTENTS
REQUEST FOR BIDS (RFB)
HIDALGO COUNTY
(all funding sources, programs, and entities)
"Lease Office Space – Edinburg WIC Administration Offices"
RFB NO: 2017-151-07-19-HGO

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Request for Bid, **Legal Notice**	8
3.	Exhibit A, Specifications	3
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (if applicable)	3
7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	7
8.	Exhibit F, Certification Regarding Debarment	2
9.	Exhibit G, Title VI Appendices "A" through "E"	6
10.	Draft Contract	19
11.	RFB Submittal Checklist	1

The above-mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

July 3, 2017
Date

Revised 09/13/16

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources, programs & entities)

"Lease of Office Space – Edinburg WIC Administration Offices"

BID OPENING DATE

July 19, 2017

Contact Person: Heidi Garcia Ortiz, Buyer III

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

1. Sealed bids will be received for **"HIDALGO COUNTY (all funding sources, programs, & entities) - "Lease of Office Space – Edinburg WIC Administration Offices"** 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"). A 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 and **One (1) CD in PDF format** are required with the bidders name and return address clearly typed and or/printed on the upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package: **BID NO.: 2017-151-07-19-HGO "HIDALGO COUNTY (all funding sources, programs, & entities) – Lease of Office Space – Edinburg WIC Administration Offices"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, July 19, 2017. NO FACSIMILES, EMAILS 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 "HIDALGO COUNTY (all funding sources, programs & entities) –Lease of Office Space – Edinburg WIC Administration Offices" - RFB NO.: 2017-151-07-19-HGO.** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your bid:

   1. Legal Notice (see page 8);
   2. Bid Page – Procurement Form – Areas of Specialization (see **Exhibit "B"**);
   3. Insurance pages with Acknowledgment Forms (see **Exhibit "C"**);
   4. Form CIQ-Conflict of Interest Questionnaire (see **Exhibit "D"**);
   5. Vendor Bidder Application & W-9 forms (see **Exhibit "E"**);
   6. Certification Regarding Debarment (see **Exhibit "F"**); and
   7. SAMS.gov Registration Acknowledgement (See Number 18 below).

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; C.) award the bid to one bidder or to multiple bidders if the County determines it is in its' best interest to do so; D.) award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

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 catalog 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. The County is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday (if applicable).
- At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation - "HIDALGO COUNTY (all funding sources, programs, & entities) -RFB NO.: 2017-151-07-19-HGO "Lease of Office Space – Edinburg WIC Administration Offices" 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 Auditor's Office
2808 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	July 19, 2017
Award of Contract	_____, 2017
Commence Work or Deliver Products	_____, 2017

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 by 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. Register at SAMs System for Award Management @ www.sam.gov.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to the 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. TITLE VI NOTICE/ NONDISCRIMATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G.**

c. The bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. 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.

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.

21. DISCLOSURE OF CONFLICT OF INTEREST

. Effective January 1, 2016, 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 that 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.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

22. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2017-151), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to heidi.ortiz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONERS' COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

23. 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 the County.

24. 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.

25. 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.

26. The 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 civil service system.

27. 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.

28. 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.

29. 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. The 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 the successful bidder.

30. The 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.

31. 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.

32. 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.

LEGAL NOTICE

Bid
for
HIDALGO COUNTY
(all funding sources, programs, & entities)
"Lease of Office Space – Edinburg WIC Administration Offices"
BID NO.: 2017-151-07-19-HGO

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - 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 WIC PROGRAM
"LEASE OFFICE SPACE-EDINBURG-WIC ADMINISTRATION OFFICES"
RFB NO.: 2017-151-07-19-HGO

SPECIFICATIONS, REQUIREMENTS, AND OTHER TERMS & CONDITIONS

***Scope of Services*:**
Hidalgo County is seeking bids to establish a contract for "Lease of Office Space – Edinburg WIC Administration Office". The proposed building should be in good habitable condition and shall consist of the following:

1. Said office space should be located within the parameter of West 107 Rd. between McColl and Mon Mack Rd.

2. The proposed office building shall consist of a minimum/maximum of 6,000 square feet of available floor space.

3. The building must meet all of the requirements of the Americans with Disabilities Act (ADA) and shall be fully handicap accessible from all parking facilities (i.e. entrances, restrooms, for both men and women, and parking).

4. The building must have separate bathroom facilities for employees.

5. The parking area should have thirty (30) paved parking spaces and have at least two (2) designated handicap parking spaces, with ramp access available from such spaces to the building.

6. Bid premises must have water, sewer, natural gas, and electricity including garbage pickup.

7. The Bid premises must have a central cooling and heating system throughout the entire building. Maintenance of the central air/heat system and the electrical system will be the responsibility of the Lessor. The building must be free from mold at the time of occupancy by County and it will be the responsibility of the Lessor to maintain the building free from mold for the duration of the lease.

8. Floors should have commercial tile, no carpeting. The lessor shall be responsible for floor maintenance.

9. The building shall be free from rodents and insects prior to occupancy by the WIC Program staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract.

10. The building should have the minimum number of fire extinguishers required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exit doorways must comply with the City Fire Code under federal, state, and local Building codes and regulations.

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE-EDINBURG-WIC ADMINISTRATION OFFICES"
RFB NO.: 2017-151-07-19-HGO

Requirements:

1. The bidder must maintain liability insurance (see Insurance Requirements – Exhibit C) on the building throughout the term of the contract. Bidder must insure the building for fire, accidents, and natural disasters. Bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached.**

2. The floor plans of the building will be constructed according to the Program Director. If the present building needs a renovation; the renovation work will be made by Lessor and at Lessor's expense. Renovations must be completed at least 45 days from the date of award. If renovations or additions are made to an existing building, the Lessor must provide documented proof that the building is free of asbestos. (if applicable)

3. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act within ninety (90) days from the date of award of the bid or the award will become null/void.

4. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, the bid will become null/void.

5. If a new building is proposed for this project, Hidalgo County may consider accepting as the main option, or whichever is in the best interest of the County.

6. Bidder must charge by the square foot for the rental space.

7. Bidder must provide the **legal description** of the property along with the bid and include a proposed "Floor Plan Layout" of the facility.

8. Hidalgo County is requesting that all interested vendor(s) submitting a bid for this project **MUST provide the following information with the bid**: **A)** The **Property ID number** and/or **Geographic ID number**. **B)** The **Legal Description** as listed in the local Hidalgo County Appraisal District for proposed property.

Terms and Conditions:

1. The initial term of the contract/lease shall be for a period of ten (10) months with the County's option to renew the contract for four (4) additional one (1) year terms under the same rates, terms and conditions. The lease will have a sixty (60) day cancellation clause.

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 the unforeseen delay in award of new bid for next contract term.

3. After a bid is awarded and should the successfully awarded contractor default in meeting the general instructions to the Lessee and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such

event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

4. The complete space will be inspected by WIC Program Director before lease contract is in place to allow verification of the status of facility and type of business being conducted within the building.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Hidalgo County reserves the right to refuse and reject any or all bids and/or to waive any or all formalities or technicalities, or to accept the bid considered the best and most valuable to Hidalgo County.

7. 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, or
(c) Terminated by County with thirty (30) day's written notice prior to cancellation.

8. **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.**

9. Property insurance policy shall provide that any proceeds for loss or damage to the building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

***Additional Information*:**

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is requesting that all questions, inquiries, and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRES FOR THIS PROJECT WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or via e-mail to heidi.ortiz@co.hidalgo.tx.us, by no later than, *Wednesday, July 12, 2017* by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile or via e-mail by no later than *Friday, July 14, 2017* by 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE – EDINBURG ADMINISTRATION OFFICE"
RFB NO.: 2017-151-07-19-HGO

BID PAGE

Initial Ten (10) Month Term:
Monthly charge for "Lease of Office Space – Edinburg WIC Administration Offices" as requested , but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial ten month term of the contract.

Price $_____per square foot.

Total Sq. Ft. of Proposed Building: _____sq. ft.

Total Monthly Bid Price: $_____

Property ID No. or Geographic ID No. **(Local Appraisal District Info)**: _____

Legal Description: _____

Proposed (address) Location:_____ Edinburg, TX. _____ (Zip-Code)

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY:_____ STATE: _____ ZIP CODE:_____

PHONE No: _____ FAX No: _____ CELL No:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County 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. Bond (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.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

Exhibit "D"

CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT "E"

Vendor Application
&
W9

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. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally 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 instructions for line 1 and 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. 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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. 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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession

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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 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 Regulations section 1.671-4(b)(2)(i)(A))	The grantor[4]
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 Regulations 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 2.

[4] 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, 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 (TIGTA) 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.

Exhibit "F"

Certificate Regarding Debarment

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 "G"

APPENDICES

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-17-151-00-00

THIS LEASE is made and entered into by and between Company, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, acting for and on behalf of its Women, Infant Children Program (WIC) referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease and in accordance with specification on the Request for Bid (RFB), a copy of such Request for Bid (RFB) Procurement Packet and the bid page attached hereto as Exhibit "B" (the "RFB"), and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described in Exhibit "A", (Legal Description), attached hereto.

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ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for ten (10) months commencing on September 1**, 2017** (as hereinafter defined) and ending on September 30, **2018** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional four (4) one (1) year terms, the first such one year renewal term shall commence on October 1, 2018 and like commencement date of succeeding terms shall be October 1 and the remainder of this Lease shall be under the same rates, terms and conditions. Hidalgo County reserves the right to extend this agreement for an additional sixty (60) day grace period at the end of the contract term (subject to the same terms, and conditions) for unforeseen delay in award of new bid for next contract term. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be

terminated without cause upon giving the Lessor ninety (90) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation 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.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to [Amount] ($0000) per month forth. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **[Address]** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be

prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that result in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for repairs or damage to the Premises caused solely by Lessee's negligent use of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air

conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free

from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintenance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent or terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. TRADE FIXTURES AND SIGNS

Trade Fixtures

7.1 Lessee has the right at all times to erect or install shelves, temporary office partitions, bins, machinery, equipment, or other trade fixtures, in, on, or about the Leased Premises, provided that Lessee complies with all applicable governmental laws, ordinances, and regulations regarding such fixtures. Lessee has the right to remove all trade fixtures at the termination of this Lease, provided Lessee is not in default under the Lease and that the fixtures can be removed without structural damage to the building. Lessee must repair any damage to the Leased Premises caused by removal of trade fixtures, and all such repairs must be completed prior to the termination of the Lease. Any trade fixtures that have not been removed by Lessee at the termination of this Lease shall be deemed abandoned by the Lessee and shall

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automatically become the property of Lessor. In the event any trade fixture installed by Lessee is abandoned at the termination of the Lease, Lessee must pay Lessor any reasonable expense actually incurred by Lessor to remove the fixture from the Premises, less the fair market value of the fixture once removed, provided the fixture is removed within thirty (30) days after the Lessee has surrendered possession of the Premises.

Signs

7.2 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings

and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollars ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof

of insurance showing coverage to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs

during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are un-tenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and

reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

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Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its

rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sub lessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Closner
Edinburg, Texas 78539

Lessor:
Company
Address
City, Texas Zip Code

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

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Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, 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 any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in

connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Lessee.

Entire Agreement

14.14 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.

Immunities

14.15 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.

Nondiscrimination

14.16 The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

14.17 Lessor shall be responsible for ensuring Premises comply with the Americans with Disabilities Act (ADA) as amended. Any contest by the Lessor of any law, rule, order, ordinance, regulation or requirement of the ADA shall be done with due diligence through appropriate legal proceeding at no cost to Lessee, and shall not subject the Lessee to criminal prosecutions or penalties or encumbrance the Premises in any way.

Additional Documents

14.18 The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of _____, 2017.

LESSEE:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

LESSOR:

_____
Company

By: _____

DRAFT

Approved as to Form:
Office of District Attorney

By: _____
Robert Vina, III
Assistant District Attorney

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS
"Lease of Office Space – Edinburg WIC Administration Offices"

RFB No.: 2017-151-07-19-HGO

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Exhibit "B" Bid Page

_____ Exhibit "C" -Acknowledgement forms (pages 4 & 5)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt. (If applicable)

_____ Exhibit "E" Vendor Bidder Applications and IRS form W-9

_____ Exhibit "F" Certification Regarding Debarment

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original, Three (3) Copies of Bid(s), and One (1) CD in PDF Format (see number 2 Legal Notice).

EXHIBIT "B"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE – EDINBURG ADMINISTRATION OFFICE"
RFB NO.: 2017-151-07-19-HGO

BID PAGE

Initial Ten (10) Month Term:
Monthly charge for "Lease of Office Space – Edinburg WIC Administration Offices" as requested , but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial ten month term of the contract.

Price $ .844 **per square foot.**

Total Sq. Ft. of Proposed Building: 6,000 **sq. ft.**

Total Monthly Bid Price: $ 5,040.00

Property ID No. or Geographic ID No. **(Local Appraisal District Info):** W-3900-00-000-0003-00

Legal Description: Lot 3, West University Business Park, Hidalgo County TX

Proposed (address) Location: 3105 W. University **Edinburg, TX.** 78539 (Zip-Code)

BIDDER/COMPANY NAME: BIC Development Corp.

ADDRESS: 3910 W. Freddy Gonzalez Dr

CITY: Edinburg STATE: TX ZIP CODE: 78539

PHONE No: (956) 385-6745 FAX No: (956) 381-1176 CELL No: (956) 638-6295

AUTHORIZED SIGNATURE:

PRINTED NAME: Richard A. Garza

TITLE: President

OPENED
9:31 7-19-17

Witnessed

Exhibit "C"

Certificate

Of

Insurance

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 3/21/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
Quirk & Company
P.O. Box 792030
San Antonio, TX 78279

PHONE (A/C, No, Ext): 210.342.9421
www.quirkco.com
FAX (A/C, No): 210.340.4075
E-MAIL ADDRESS:
CODE:
SUB CODE:
AGENCY CUSTOMER ID #:

COMPANY
Western World Insurance Company

INSURED
BIC Development Corporation
3910 West Freddy Gonzalez Drive
Edinburg TX 78539

LOAN NUMBER:
POLICY NUMBER: NPP8344350
EFFECTIVE DATE: 11/23/2016
EXPIRATION DATE: 11/23/2017
☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

P1/B1 3109 W. University Dr, Edinburg, TX. 78539
P2/B1 3105-3107 W. University Dr, Edinburg, TX. 78539
P3/B1 2524 N. Closner, Edinburg, TX 78539

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD ✓ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
P1/B1 - Building /80% /RC	205,000	5,000
P1/B1 - Business Income / 80%	33,276	
P2/B1 - Building 350,000 /80%/RC	350,000	5,000
P2/B1 - Business Income / 80%	60,480	
P3/B1 - Building /80% /RC	1,150,000	5,000
P3/B1 - Business Income / 80%	163,200	
		Wind/Hail 1% of TIV Subject to 2,500 for P1&P2 10,000 for P3

REMARKS (Including Special Conditions)

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.

ADDITIONAL INTEREST

NAME AND ADDRESS

Hidalgo County
2802 W. Bus. Hwy 281
Edinburg TX 78539

☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE

LOAN #

AUTHORIZED REPRESENTATIVE
Luis A. Vazquez

ACORD 27 (2016/03)

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EXHIBIT "B"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE – EDINBURG ADMINISTRATION OFFICE"
RFB NO.: 2017-151-07-19-HGO

BRM Eleven (11) months

BID PAGE

~~Initial Ten (10)~~ Month Term:
Monthly charge for "Lease of Office Space – Edinburg WIC Administration Offices" as requested , but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the initial ten month term of the contract.

Price $ .84 ¢ **per square foot.**

Total Sq. Ft. of Proposed Building: 6,000 **sq. ft.**

Total Monthly Bid Price: $ 5,040.00

Property ID No. or Geographic ID No. **(Local Appraisal District Info):** W-3900-00-000-0013-00

Legal Description: Lot 3, West University Business Park, Hidalgo County TX

Proposed (address) Location: 3105 W. University **Edinburg, TX.** 78539 (Zip-Code)

BIDDER/COMPANY NAME: BIC Development Corp.

ADDRESS: 3910 W. Freddy Gonzalez Dr

CITY: Edinburg STATE: TX ZIP CODE: 78539

PHONE No: (956) 385-6145 FAX No: (956) 381-1176 CELL No: (956) 638-6295

AUTHORIZED SIGNATURE:

PRINTED NAME: Richard A. Garza

TITLE: President

OPENED
9:31 7-19-17

Witnessed

AI-61019 **Purchasing Department** **25. I. 1.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: John Paul Lugo, COMM. PCT. #1

Submitted By: Noemi De Los Rios, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

BCAP/Pct. 3:

Presentation for discussion, consideration, and action on a recommendation by project engineer Javier Hinojosa Engineering to award to lowest bidder meeting all specifications: Five Star Galaxy in the amount of $129,604.70 for Bid No. CAP-17-186-07-12-YSS "Road & Drainage Construction for Palm Subdivision Unit #2."

BACKGROUND

Fiscal Impact

CALENDAR YEAR: 2017 **ACCT. #:** 7-1312-431-00-123-834-0-721 & 723

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

BUDGETARY IMPACT:

Palm Subdivision Award Recommendation – BCAP Pct. No. 3

Attachments

Back Up AI#61019

Form Review

Inbox	Reviewed By	Date
Yvette Salinas	Yvette Salinas	08/04/2017 02:06 PM
Purchasing - Internal	Marty Salazar	08/04/2017 03:16 PM
Budget & Management	Veronica Ortiz	08/04/2017 03:18 PM
Ivan Cantu	Ivan Cantu	08/04/2017 03:49 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Noemi De Los Rios Started On: 08/03/2017 04:38 PM

Final Approval Date: 08/04/2017

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

July 21, 2017

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Round III
Bid No. CAP-17-186-07-12-YSS
Palm Subdivision Unit No. 2

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-17-186-07-12-YSS Palm Subdivision Unit No. 2 on July 12, 2017. A total of eight bids were received with Five Star Galaxy Construction being the low bidder with a total base bid of $129,604.70 . This project involves the reconstruction of Orange Drive (N-S) and Orange Drive (E-W) within Palm Subdivision Unit No. 2.

Attached is a bid tabulation of the eight (8) bids received for your review. I have attached a list of projects and references submitted by Five Star Galaxy Construction. We have checked their references with other local Engineers and have received positive feedback. We recommend award of the contract to Five Star Galaxy Construction for the base bid in the amount of $129,604.70.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. John Paul Lugo, Executive Director, Border Colonia Access Program
Ms. Yvette Salinas, Buyer, Hidalgo County Purchasing Department

C:\Users\Admin\Documents\OFFICE DOCUMENTS\JHE2017\LETTERS\BID RECOMMENDATION\Flores-Joe-M-07-21-17.doc

Bid Tabulation Sheet
Hidalgo County Precinct No. 3
Palm Subdivision Unit No. 2
Bid No. CAP-17-186-07-12YSS
Engineer: Javier Hinojosa Engineering
Bid Date: July 12, 2017 @ 9:30 a.m.

				Five Star Galaxy Const.		M.J.A. Construction, LLC		GNH Company, LLC		RDH Site & Concrete, LLC		Valley Paving, Inc.		RG Enterprises, LLC dba G&G Contractors		Venser Contractors, LLC		Jimmy Closner & Sons Construction Co., Inc.	
	PAVING																		
1	Preparing ROW	14.01	STA	$120.00	$1,681.20	$400.00	$5,604.00	$500.00	$7,005.00	$200.00	$2,802.00	$1,050.00	$14,710.50	$300.00	$4,203.00	$1,500.00	$21,015.00	$600.00	$8,406.00
2	8" Flex Base (Compl in Place) (TY E GR4)	4,976	SY	$5.00	$24,880.00	$6.00	$29,856.00	$8.00	$39,808.00	$7.50	$37,320.00	$8.00	$39,808.00	$12.00	$59,712.00	$8.00	$39,808.00	$9.80	$48,764.80
3	Reworking BS Material (DC)(TY D 6")	4,976	SY	$2.00	$9,952.00	$2.50	$12,440.00	$3.00	$14,928.00	$3.25	$16,172.00	$2.50	$12,440.00	$6.00	$29,856.00	$4.00	$19,904.00	$7.30	$36,324.80
4	ASPH Matrl (MC-30)	996	GAL	$8.00	$7,968.00	$7.00	$6,972.00	$5.00	$4,980.00	$6.50	$6,474.00	$4.25	$4,233.00	$12.50	$12,450.00	$10.00	$9,960.00	$4.50	$4,482.00
5	D-GR HMA(SQ) TY-D SAC-B PG 64-22 (1 1/2")	4,296	SY	$8.50	$36,516.00	$8.50	$36,516.00	$10.00	$42,960.00	$8.70	$37,375.20	$8.50	$36,516.00	$12.00	$51,552.00	$10.00	$42,960.00	$9.20	**$39,523.20**
6	Barricades, Signs and Traffic Handling	4.0	MO	$500.00	$2,000.00	$1,250.00	$5,000.00	$600.00	$2,400.00	$800.00	$3,200.00	$800.00	$3,200.00	$1,200.00	$4,800.00	$7,000.00	$28,000.00	$7,500.00	$30,000.00
7	Turnouts (ASPH-CONC-PAV)(PBS-2)	60	SY	$27.00	$1,620.00	$42.00	$2,520.00	$21.00	$1,260.00	$8.70	$522.00	$30.00	$1,800.00	$12.00	$720.00	$50.00	$3,000.00	$20.00	$1,200.00
8	Driveway (ASPH-CON-PAV)(PB-1)	139	SY	$27.00	$3,753.00	$15.00	$2,085.00	$21.00	$2,919.00	$22.00	$3,058.00	$30.00	$4,170.00	$12.00	$1,668.00	$40.00	$5,560.00	$16.00	$2,224.00
9	Driveway (Concrete 3000 PSI)	553	SY	$36.50	$20,184.50	$54.00	$29,862.00	$36.00	$19,908.00	$71.00	$39,263.00	$55.00	$30,415.00	$43.00	$23,779.00	$65.00	$35,945.00	$70.00	$38,710.00
	Subtotal Paving:				**$108,554.70**		**$130,855.00**		**$136,168.00**		**$146,186.20**		**$147,292.50**		**$188,740.00**		**$206,152.00**		**$209,634.80**
	DRAINAGE																		
9	15" HPP Culvert Pipe	648	LF	$25.00	$16,200.00	$20.00	$12,960.00	$35.00	$22,680.00	$25.00	$16,200.00	$30.00	$19,440.00	$35.00	$22,680.00	$25.00	$16,200.00	$35.00	$22,680.00
10	18" RC Culvert Pipe	70	LF	$35.00	$2,450.00	$32.00	$2,240.00	$37.00	$2,590.00	$40.00	$2,800.00	$60.00	$4,200.00	$42.00	$2,940.00	$42.00	$2,940.00	$45.00	$3,150.00
11	Safety End Treatment (18")	2	EA	$800.00	$1,600.00	$700.00	$1,400.00	$800.00	$1,600.00	$700.00	$1,400.00	$900.00	$1,800.00	$1,000.00	$2,000.00	$1,350.00	$2,700.00	$750.00	$1,500.00
12	Temporary Sediment Control Fence	160	LF	$3.00	$480.00	$2.00	$320.00	$3.00	$480.00	$2.00	$320.00	$3.85	$616.00	$4.00	$640.00	$4.00	$640.00	$3.00	$480.00
13	Temporary Sediment Control Fence (Remove)	160	LF	$2.00	$320.00	$0.50	$80.00	$1.00	$160.00	$2.00	$320.00	$1.00	$160.00	$2.00	$320.00	$2.00	$320.00	$1.00	$160.00
	Subtotal Drainage:				**$21,050.00**		**$17,000.00**		**$27,510.00**		**$21,040.00**		**$26,216.00**		**$28,580.00**		**$22,800.00**		**$27,970.00**
	TOTAL BASE BID				**$129,604.70**		**$147,855.00**		**$163,678.00**		**$167,226.20**		**$173,508.50**		**$217,320.00**		**$228,952.00**		**$237,604.80**

NOTE: HIGHLIGHTED NUMBERS DENOTES CALCULATION ERROR

BID TABULATION SHEET
Hidalgo County Precinct #3
Hidalgo County Colonia Access Program
Palm Subdivision Unit No. 2
Bid # CAP-17-186-07-12-YSS
Engineer: Javier Hinojosa Engineering
Bid Date: July 12, 2017 @ 9:30 a.m.

Bidder	Total Base Bid	Bid Bond (Y/N)
1. Five Star Galaxy Construction	$129,604.70	Y
2. M.J.A. Construction, LLC	$147,855.00	Y
3. GNH, LLC	$163,678.00	Y
4. RDH Site and Concrete, LLC	$167,226.20	Y
5. Valley Paving, Inc.	$173,508.50	Y
6. RG Enterprises dba G&G Contractors	$217,320.00	Y
7. Venser Contractors, LLC	$228,952.00	Y
8. Jimmy Closner & Sons Const., Co., Inc.	$237,604.80 (Correct Amount) $237,595.60 (Read Amount)	Y

Texas Department of Transportation
600 W. INTERSATE 2 | PHARR, TEXAS 78557-1717 | (956) 702-6100 | WWW.TXDOT.GOV

August 3, 2017

John Paul Lugo
Executive Director
Border Colonia Access Program
1902 Joe Stephens Dr., Ste. 101
Weslaco, Texas 78599

Dear Mr. Lugo:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program Allocation project in Palm Subdivision (3C1080834) to the low bidder, Five Star Galaxy Construction of San Juan for a total bid of $129,604.70.

My records indicate that the remaining amounts are as follows:

Project	Amount Remaining 08/03/17			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
Palm Subdivision	$44,882.00	$123,144.91	$168,026.91	$21,050.00	$108,554.70	$129.604.70

Please identify the assigned commercial laboratory for this construction. If it is not one of the laboratories already used for Hidalgo County 3rd-call BCAP projects, submit a letter from the assigned commercial laboratory certifying that equipment used for testing is calibrated and appropriate and that personnel using the equipment and performing roadway-related testing are qualified. Let me know if you have questions.

Sincerely,

Judy Borjas Sanchez
Pharr District Colonia Program Manager

AI-61030 **Purchasing Department** **25. J. 1.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Work Authorization No. 1 with an estimated cost of ($) as submitted by project engineer, Halff Associates, Inc. in connection to (on call) Professional Engineering Services agreement #C-17-142-05-16 for "Building Repairs, Renovations, Alteration, Additions and/or Other Related Services to County Owned Buildings" for: Project Specific: [Conversion of three (3) Existing Cells into Padded/Safety Cells] for the Hidalgo County Sheriff's Office.

BACKGROUND

WA1 - C-17-142-05-16 - Halff Associates Inc.-(Conversion of 3 Existing Cells into Padded/Safety Cells) - Sheriff's Office

Fiscal Impact

CALENDAR YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The services would be paid from Jail Commissary Funds.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	08/04/2017 04:09 PM
Budget & Management	Veronica Ortiz	08/04/2017 04:11 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Letty Saenz		Started On: 08/04/2017 10:03 AM
Final Approval Date: 08/04/2017		

AI-60946 **Closed Session** **27. C.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Litigation related to possible causes of action against drug manufacturers and/or distributors of opioids

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/01/2017 04:20 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Monica Salinas Started On: 08/01/2017 04:18 PM

Final Approval Date: 08/04/2017

AI-61027 **Closed Session** **27. D.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Rosa Saldivar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2017 09:50 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Monica Salinas		Started On: 08/04/2017 09:45 AM
Final Approval Date: 08/04/2017		

AI-61046 **Closed Session** **27. E.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Anthony Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2017 03:18 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Monica Salinas		Started On: 08/04/2017 02:49 PM
Final Approval Date: 08/04/2017		

AI-60957 **Closed Session** **27. F.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of La Feria Transfer Station

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2017 10:58 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Aida Alvarez		Started On: 08/02/2017 10:26 AM
Final Approval Date: 08/04/2017		

AI-60959 **Closed Session** **27. G.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Texas Gas Service

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2017 10:59 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Aida Alvarez		Started On: 08/02/2017 10:36 AM
Final Approval Date: 08/04/2017		

AI-60961 **Closed Session** **27. H.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Guadalupe Leos Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2017 10:59 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Aida Alvarez		Started On: 08/02/2017 10:43 AM
Final Approval Date: 08/04/2017		

AI-60975 **Closed Session** **27. I.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of David Morton

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2017 03:45 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Aida Alvarez		Started On: 08/02/2017 03:33 PM
Final Approval Date: 08/04/2017		

AI-60984 **Closed Session** **27. J.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria L. Tovar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2017 04:36 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Aida Alvarez		Started On: 08/02/2017 04:35 PM
Final Approval Date: 08/04/2017		

AI-60947 **Open Session** **29. C.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Litigation related to possible causes of action against drug manufacturers and/or distributors of opioids

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/01/2017 04:20 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM

Form Started By: Monica Salinas Started On: 08/01/2017 04:18 PM

Final Approval Date: 08/04/2017

AI-61028 **Open Session** **29. D.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Rosa Saldivar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2017 09:51 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Monica Salinas		Started On: 08/04/2017 09:46 AM
Final Approval Date: 08/04/2017		

AI-61047 **Open Session** **29. E.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted By: Monica Salinas, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Anthony Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/04/2017 03:18 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Monica Salinas		Started On: 08/04/2017 02:50 PM
Final Approval Date: 08/04/2017		

AI-60958 **Open Session** **29. F.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of La Feria Transfer Station

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2017 10:58 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Aida Alvarez		Started On: 08/02/2017 10:32 AM
Final Approval Date: 08/04/2017		

AI-60960 **Open Session** **29. G.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Texas Gas Service

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2017 10:59 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Aida Alvarez		Started On: 08/02/2017 10:37 AM
Final Approval Date: 08/04/2017		

AI-60963 **Open Session** **29. H.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Guadalupe Leos Hernandez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2017 10:59 AM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Aida Alvarez		Started On: 08/02/2017 10:51 AM
Final Approval Date: 08/04/2017		

AI-60977 **Open Session** **29. I.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of David Morton

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2017 03:45 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Aida Alvarez		Started On: 08/02/2017 03:35 PM
Final Approval Date: 08/04/2017		

AI-60985 **Open Session** **29. J.**

CC - REGULAR

Meeting Date: 08/08/2017

Submitted For: Armando Guzman, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Maria L. Tovar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/02/2017 04:38 PM
Final Approval	Monica Salinas	08/04/2017 05:23 PM
Form Started By: Aida Alvarez		Started On: 08/02/2017 04:37 PM
Final Approval Date: 08/04/2017		