

**REQUIREMENTS AGREEMENT**  
**C-08-043-05-13**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of **May 13, 2008** by and between **IMS Durable Medical Equipment**, a Corporation ("Seller") and **Hidalgo County** ("Buyer").

**WHEREAS**, Buyer has solicited proposals for the supply of its requirements of "**Computerized Radiology System**" as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year and;

**WHEREAS**, Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS**, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

**NOW THEREFORE**, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Computerized Radiology System**" in the areas of Hidalgo County Health Department and agreed that the Products will meet the specifications set forth in Exhibit "A" hereto;

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement



any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**EXECUTED** effective as of the day and year first above written.

**APPROVED BY COMMISSIONERS COURT ON, May 13, 2008.**

**APPROVED AS TO FORM:**

Atlas & Hall, L.L.P

By \_\_\_\_\_

**HIDALGO COUNTY**

By: \_\_\_\_\_  
**Juan D. Salinas, County Judge**

**ATTEST:**

\_\_\_\_\_  
**Arturo Guajardo, Jr., County Clerk**

**COMPANY:**

**Hanes Geo Components**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# **EXHIBIT “A” Requirements**

## **Request for Proposal**

**EXHIBIT A**  
**REQUIREMENTS**

**HIDALGO COUNTY**  
**REQUEST FOR PROPOSALS**

**HEALTH DEPARTMENT**  
**"COMPUTERIZED RADIOLOGY SYSTEM"**  
**RFP NO: 08-043-02-27-YSI**

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 North Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFQ 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-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services

from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or 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.

**HAND DELIVERED PROPOSALS:**

Hidalgo County requires submitters, when hand delivering statements of qualifications, to make sure that it is stamped with date and time by the County Purchasing staff.

**SIGNING OF PROPOSALS:**

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**SERVICE & MAINTENANCE CONTRACT:**

This will be a turn key project, however it will include service and maintenance contract. The term of the contract will be for a period of five (5) years with the County's option to renew for an additional one (1) two (2) year term under the same rates, terms and conditions.

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

**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 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.

**Firm Qualifications:**

The County of Hidalgo is seeking to contract with a competent "Computerized Radiology System" vendor, qualified and that has experience in, but not limited to, the following areas:

- Must be qualified in systemizing and delivering turn key Computerized Radiology Systems.
- Must have experience relevant to Computerized Radiology Systems.
- Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested for systemizing and delivering a turn key Computerized Radiology System.
- Overall understanding of the "Project" as detailed in scope of work/services.

**FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION**

Additionally, this section should include a description of the vendor's Computerized Radiology System Projects Personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

**Personnel and Staffing:**

The proposer should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**Required Certifications and Submittal:** This section will contain any licenses and certifications as required (and/or applicable to project), by HIDALGO COUNTY, the STATE OF TEXAS.

Insurance: All other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

**OVERVIEW:**

Hidalgo County is soliciting proposals for the systemizing and "delivery" of a turn key Computerized Radiology System. Hidalgo County desires to have a system in place as a result of equipment

already owned by Hidalgo County and new equipment, software, supplies, etc. to more effectively provide the citizens of Hidalgo County radiology services through the Hidalgo County Health Department.

**SCOPE OF SERVICES/PROJECT DESCRIPTION:**

Overall Objective: This contract will encompass all project related training, services, and equipment necessary to provide the County of Hidalgo with the configuration of a Computerized Radiology System including but not limited to:

Turn key Computerized Radiology System that will digitize radiological images and store data electronically making the data accessible to various medical facilities.

Specs: Alara Crystal View Computer Radiography with C-Cisa PACS

- 2 ct CR Plate Reader
- 4 ct 14 x 17 Cassette with Plate
- 2 ct 10 x 12 Cassette with Plate
- 1 ct Alara CR Operating Software
- 2 ct Alara Workstation
- 1 ct C-Cisa SA Software
- 1 ct C-Cisa PH II Software
- 1 ct C-Cisa Server Software
- 1 ct C-Cisa Dicom Software included with SA and Server Software
- 1 ct Auto Archiving
- 1 ct Modality Work List
- 1 ct Integrated Voice Dictation
- 1 ct Image Processing
- 1 ct Patient Work List
- 2 ct C-Cisa Workstation with 500 Gig Hard Drive
- 1 ct Two Bank 2 Megapixel Diagnostic Viewer Mirror
- 1 ct 24" Ultra High Resolution Monitor
- 1 ct Apron Rack
- 1 ct Full Lead Apron
- 1 ct Half Apron
- 1 ct Lead Gloves (pair)
- 1 ct Calipers
- 1 ct One Year Parts and Labor Warranty
- 5 Year Labor and Prevention maintenance Program
- Relocate and install existing X-Ray Machine currently in storage in Edinburg, Texas to Adult Detention Facility located at:

711 El Cibolo Road  
Edinburg, Texas 78539  
(956) 383-8114

Detention Facility Point of Contact: Chief Anacleto Martinez (956) 383-8114

Health Department Point of Contact: Mr. Eddie Olivarez (956) 383-6221

- Provide NCT (non certified technician) training of up to 5 people
- Installation and Training of CR and PACS Systems

Proposer must describe in detail the steps they intend to follow, including evaluation, design, approvals, testing and implementation. Proposer must also specify amount of time for completion of the requested “Computerized Radiology System.”

**EASE OF RESPONSE SYSTEM:**

Company should describe proposed method of communication for service needs. This should include names, qualifications, and contact method for each person involved at each level. Company must provide support system with qualified/trained response team/person at service site within two (2) to four (4) hours of initial contact. Upon arrival at service site, qualified response team(person) must have ability to evaluate, diagnose and/or begin service immediately.

Company should maintain a maximum response time of two (2) to four (4) hours for all service calls. All response time in excess of four (4) hours shall be documented in writing, together with Company’s efforts to eliminate repetition of poor response-time performance. An excess of longer than four (4) hour response time may result in revision and possible termination of contract.

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

Proposer is to provide a fee proposal based on the scope of work. **(For additional information, please see under “Cost”).**

**COST:**

Proposers must provide line item pricing for all functionalities requested in the scope of work including design, migration of existing components, additional components, and software acquisitions required to complete the computerized radiology system. Pricing should also include hourly rates for key services such as design, programming and other technical services, available after completion of the scope of work.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

**OTHER INFORMATION:**

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

**SECTION III – RFP SELECTION AND SCHEDULES**

**SELECTION PROCEDURES:**

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a Scoring/Grading Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualification under the RFP, further the Selection Committee may select proposing organizations for “in person”

presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected Proposer is subject to the action of Hidalgo County Commissioners Court.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

**PROPOSAL RANKING:**

After the proposals have been reviewed, evaluated and scored, by the Scoring/Grading Committee, a grid will be presented to Commissioner's Court for the purposes of ranking. Thereafter, Hidalgo County Commissioner's Court will rank and/or award this proposal.

**EVALUATION:** The evaluation system consists of a 100-point system. The participants will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.

**Any contract awarded 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 day's written notice prior to cancellation.**

**PROPOSAL SUBMITTED TO:** An original and seven (7) copies of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 South Business Highway 281  
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, February 27, 2008.**

**EXHIBIT B**  
**SELECTION CRITERIA**

**HIDALGO COUNTY**  
**REQUEST FOR PROPOSALS**

**"HIDALGO COUNTY - HEALTH DEPARTMENT  
COMPUTERIZED RADIOLOGY SYSTEM"  
RFP NO: 08-043-02-27-YSI**

## RFP EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

1.     **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the Hidalgo County Health Department's "Computerized Radiology Services." **25 points**
  
2.     **Ability to Commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**
  
3.     **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site within four (4) hours of initial call being placed. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **25 points**
  
4.     **Cost.** **20 points**
  
  
- Total** **100 Points**

**RFP EVALUATION FORM**

<u>Selection Criteria</u>	<u>Point Range</u>	<u>Score</u>
1. <b>Understanding the Services/Methodology</b>	<b>25 points</b>	_____
Comments/Rationale for Points: _____ _____		
2. <b>Ability to Commit to all Services Required</b>	<b>30 points</b>	_____
Comments/Rationale for Points: _____ _____		
3. <b>Ease of Support System &amp; Response Time</b>	<b>25 points</b>	_____
Comments/Rationale for Points: _____ _____		
4. <b>Cost</b>	<b>20 points</b>	_____
Comments/Rationale for Points: _____ _____		
<b>Total</b>	100%	<b>Score</b>

Provider: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “B”  
VENDOR’S BID PRICE**

**IMS Durable Medical Equipment**  
114 South 13<sup>th</sup> Street  
Edinburg, Texas 78539

**Hidalgo County Health Department**  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78539

**Bid Proposal**  
**February 27, 2008**

**REP No: 08-043-02-27-YSI**

**Alara Crystal View Computer Radiography w/IMS C-Cisa PACS**

<b>2ea CR Plate Reader</b>	<b>\$39,995.00/ea</b>
<b>4ea 14 x 17 Cassette w/Plate Included with reader</b>	
<b>2ea 10 x 12 Cassette w/Plate Included with reader</b>	
<b>Alara CR Operating Software Included with reader</b>	
<b>2ea Alara Workstation Included with reader</b>	
<b>C-Cisa SA Software</b>	<b>\$14,500.00</b>
<b>C-Cisa PH II Software</b>	<b>\$12,995.00</b>
<b>C-Cisa Server Software</b>	<b>\$14,500.00</b>
<b>C-Cisa Dicom Software</b>	<b>\$ 2,500.00</b>
<b>INCLUDED w/ SA and Server Software</b>	
<b>Auto Archiving</b>	
<b>Modality Work List</b>	
<b>Integrated Voice Dictation</b>	
<b>Image Processing</b>	
<b>Patient Work List</b>	
<b>2ea C-Cisa Workstation w/500 Gig Raid Hard Drive</b>	<b>\$ 5,200.00/ea</b>
<b>1ea Two Bank 2 Megapixel Diagnostic Viewer Monitor</b>	<b>\$10,500.00</b>
<b>1ea 24" Ultra High Resolution Monitor</b>	<b>Included with Computer</b>
<b>One Year Parts &amp; Labor Warranty</b>	
<b>1-4 Hour Response Time by Phone or On-Site</b>	
<b>5 Years Labor &amp; Preventative Maintenance Program</b>	<b>\$ 1,500.00/4Year</b>
<b>Install X-Ray Machine @ County Jail</b>	<b>\$ 0.00</b>
<b>INCLUDED w/install</b>	
<b>Apron rack, Full Apron, Half Apron, Pair of Lead Gloves, &amp; Calipers</b>	
<b>Provide NCT (Non Certified Technician) Training</b>	<b>\$ 0.00</b>
<b>Installation &amp; Training of CR &amp; PACS Systems</b>	<b>\$ 0.00</b>

**Hidalgo County is responsible for Internet Connection and any electrical power needed to operate the CR systems and X-Ray System.**

**Total \$151,385.00**

# **EXHIBIT “C” INSURANCE REQUIREMENTS**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE  
04/28/2008

**PRODUCER** Valley Insurance Services  
312 S. Closser  
Edinburg TX 78539

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** IMS Durable Medical Equipment  
P. O. Box 458  
Edinburg TX 78539

INSURER A: Essex Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	3CY0043 Deductible: \$1,000 per claim BI/PD	02/26/2008	02/26/2009	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ excluded
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC.				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS: <input type="checkbox"/> OTHER: <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

**ADDITIONAL INSURED, INSURER LETTER:**

**CANCELLATION**

Hidalgo County Health Department  
2802 S Business Highway 281  
Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE David T. Smith

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE  
04/28/2008

**PRODUCER**  
Valley Insurance Services  
312 S. Clossner  
Edinburg TX 78539

**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**  
IMS Durable Medical Equipment  
P O Box 458  
Edinburg TX 78539

INSURER A:  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E: Texas Mutual Insurance Company

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MED EXP (ANY ONE PERSON) \$ PERSONAL & ADJ INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - BA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	TSP-0001157992	06/06/2007	06/06/2008	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 500000	E.L. DISEASE - EA EMPLOYEE	\$ 500000	E.L. DISEASE - POLICY LIMIT	\$ 500000
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$ 500000												
E.L. DISEASE - EA EMPLOYEE	\$ 500000												
E.L. DISEASE - POLICY LIMIT	\$ 500000												
	OTHER												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

ADDITIONAL INSURED: INSURER LETTER:

**CANCELLATION**

Hidalgo County Health Department  
2802 S Business Highway 281  
Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE **David T. Smith**

Progressive  
 PO Box 94739  
 Cleveland, OH 44101  
 800-895-2886

**PROGRESSIVE**

**Policy number: 06303521-0**

Underwritten by:  
 Progressive County Mutual Ins Co  
 April 28, 2008  
 Page 1 of 2

## Certificate of Insurance

Certificate Holder	Insured	Agent
HIDALGO COUNTY PURCHASING DEPARTMENT EDINBURG, TX 78539	IMS DURABLE MEDICAL INC PO BOX 2169 EDINBURG, TX 78539	PROG COMMERCIAL PO BOX 94739 CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Feb 19, 2008      Policy Expiration Date: Feb 19, 2009

Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$500,000 Combined Single Limit
Uninsured/Underinsured Motorist	\$25,000/\$50,000
Uninsured Motorist Property Damage	\$50,000 w/\$250 Ded

### Description of Location/Vehicles/Special Items

#### Scheduled autos only

2007 FORD F150 SUPERCREW 1FTPW12V37KC67790		Stated Amount	\$29,000
Personal Injury Protection	\$2,500		
Comprehensive	\$1,000 Ded		
Collision	\$1,000 Ded		
2007 FORD F150 1FTPX12VX7KD46273		Stated Amount	\$30,000
Personal Injury Protection	\$2,500		
Comprehensive	\$1,000 Ded		
Collision	\$1,000 Ded		
2005 CHEVROLET COLORADO 1GCCS148958262833		Stated Amount	\$8,000
Personal Injury Protection	\$2,500		
Comprehensive	\$1,000 Ded		
Collision	\$1,000 Ded		
1998 CHEVROLET ASTRO VAN 1GCDM19W9WB128107			
Personal Injury Protection	\$2,500		
2001 CHEVROLET C1500 SUBURBAN 3GNEC16TX1G283709			
Personal Injury Protection	\$2,500		
2001 CHEVROLET IMPALA LS 2G1WH55K219339630			
Personal Injury Protection	\$2,500		
2000 FORD ECONOLINE E150 1FTRE1425YHA22051			
Personal Injury Protection	\$2,500		

**Policy number: 06303521-0**

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2003 FORD ECONOLINE E150 1FTRE14293HB54707

Stated Amount \$5,000

Personal Injury Protection	\$2,500
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded

**Certificate number**

11908H3S521

**Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.**

