



PURCHASING DEPARTMENT  
County Of Hidalgo

June 22, 2009

Brian Vossler, Director Sales & Marketing  
DataRx Management, Inc.  
305 W. Woodward Street, Ste. 220  
Denison, Texas 78539

Via Facsimile: bvossler@data-rx.com

*Re: Extension of Contract No. 08-209-07-22-Prescription Drug Discount Card Program*

Dear Mr. Vossler:

Commissioners' Court will take applicable action (Tuesday, June 30, 2009) in connection with the option to extend/renew the one (1) year of a two (2)-one (1) year option as provided in current contract pursuant to the same rates, terms and conditions. Effective date of renewal/extension is of July 22, 2009 with termination date of July 21, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, June 24, 2009, 10:00 a.m., or sooner, via facsimile to (956) 956-318-2629 or email to: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)

By:

Date:

6/22/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia/Contract's Manager  
Hidalgo County Purchasing Department

xc: file



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, with the County's at its sole option to renew/extend for or up to an additional two (2) one (1) year term. County also reserves the right to continue this proposal for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All 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 employment of Company who operate such 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 vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, Company shall not charge the County.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:                   **The County of Hidalgo**  
  **Attn: County Judge**  
  **100 E. Cano**  
  **Edinburg, Texas 78539**

If to Company                   **DataRx Management, Inc.**  
  **Attn: Brian B. Vossler, Dir of Sales/Marketing**  
  **305 W. Woodard Street, Ste. 220**  
  **Denison, Texas 75020**

13. In case any one or more of the provisions contained in this Agreement shall for any

reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

**WITNESS** our hands in duplicate originals this 9<sup>th</sup> day of Oct, 2008.

**APPROVED BY COMMISSIONERS COURT ON: JULY 22, 2008**

**APPROVED AS TO FORM:**

Atlas & Hall, LLP

By: [Signature]

Stephen L. Crain

**ATTEST:**

[Signature]  
Arturo Guajardo, Jr., County Clerk

**COUNTY OF HIDALGO**

By: [Signature]

Juan D. Salinas, III, County Judge

**COMPANY:** DataRx Management, Inc.

By: [Signature]

Printed Name: Bridget E. Kossiper

Title: VP Sales & Marketing

EXHIBIT "A"  
**SPECIFICATIONS**  
(SCOPE OF SERVICES)

# **EXHIBIT A**

## **“PRESCRIPTION DRUG DISCOUNT CARD PROGRAM”**

**RFP NO: 2008-209-06-04-VYG**

### **SCOPE OF SERVICES:**

- Hidalgo County is seeking proposals for the development of a program for “Hidalgo County” in order to provide a prescription drug discount card.
- Hidalgo County is seeking information and proposals from qualified national firms/pharmaceutical(s), to provide a fee-based prescription drug card that can be provided by Hidalgo County as a “Goodwill Benefit” to seniors and the uninsured as well as to county employees. As a part of this “Request For Proposal”, there are a series of questions/requirements and specifications that any and all firms/pharmaceutical(s) are to respond, complete and comply to. Hidalgo County also encourages creativity and innovation. Consequently, Hidalgo County encourages firm/pharmaceutical(s) to provide additional information that will assist Hidalgo County in developing an excellent program at a competitive price. Each respondent is invited to submit information illustrating its qualifications, experience and capacity to deliver a discount prescription drug card program. Hidalgo County will also seek face-to-face meetings with each firm/pharmaceutical(s), both to confirm the qualifications of the firm/pharmaceutical(s) and to meet with the day-to-day team that will be working with Hidalgo County. Joint proposals or proposals that include sub-contracts for niche providers and minority- or women-owned enterprises are encouraged.
- Hidalgo County appreciates brevity and do not encourage firm/pharmaceutical(s) to provide substantial volumes of corporate reports or annual reports. Hidalgo County, however, encourage firm/pharmaceutical(s) to provide Hidalgo County with a list of existing local government clients.
- Describe your concepts for the creation of and/or existing prescription drug discount card program.
- What are the key elements of the program? What services are provided as part of the program?
- Describe the method by which a local government would contract for these services?
- Discuss what limits you would place on the program, especially as it pertains to size of entity services. For example, would you treat a county of 1,000 people differently than you would treat a county of 600,000 people?

- Describe your pricing methodology.
- What resources will you make available to Hidalgo County to assure the successful marketing and sale of this program to Hidalgo County.
- Identify and describe the day-to-day team you expect to work with Hidalgo County.
- Discuss your proposed fee-sharing arrangement with Hidalgo County.
- What specific resources do you expect Hidalgo County to provide to this effort?
- Describe your firm/pharmaceutical(s) past efforts to involve minority- and women-owned business enterprises in your industry. Are you willing to work with W/MBE groups on this program?
- Describe your firm/pharmaceutical(s) experience in working with local and national trade and professional associations with other Counties.
- Please outline any additional costs Hidalgo County might expect to pay outside your charges (e.g., reporting services fees, etc.). Will you provide tracking and data entry of card participants?
- Discuss your firm/pharmaceutical(s) capability with electronic communications, including processing claims over the Internet.
- Provide a list of local government clients you have worked with on similar programs or services. A partial list is acceptable. Indicate whether Hidalgo County may contact these clients for reference purposes.
- How do you propose to deal with existing clients if you are selected by Hidalgo County?
- Please provide a timeline for startup of this service.
- Provide your present licensing, bonding, and errors and omissions insurance status. Are you willing to accept specific limits as set by Hidalgo County? If not, what requirements would you consider reasonable for your industry?
- Provide a sample marketing plan that would outline Hidalgo County/Firm/Pharmaceutical(s) responsibilities specifically referring to direct mail, fax broadcast, collateral materials, etc.
- List major drug store chains and/or private pharmaceutical(s) networks that honor your card program.

- Address issues of inclusion of firm/pharmaceutical(s) not currently in your network (i.e. do you have processes in place to add non-participating firm/pharmaceutical(s) including local, privately owned firm/pharmacies).
- Will you enter into Hidalgo County's term contract including fee guarantees?
- What are your expected discounts for brand drugs?
- What are your expected discounts for generic drugs?
- What is your financial rating: Best S&P Duff Phelps?
- Provide your most recent Corporate Annual Report.
- Do you provide discounts for the following prescription drugs:
  - Lorazepam - 0.5mg
  - Furosemide - 40mg
  - Lanoxin - 0.125mg
  - Prilose - 20mg
  - Zoloft - 50mg
  - APAPI - code#3
  - Atenolol - 50mg
  - Trazodine - 50mg
  - Imdur - 60mg
  - Prozac - 20mg
  - Premarin - 0.625mg
  - Glucophage - 500mg
  - Metoprolol - 50mg
  - Kdur - 20mg EQ
  - Glyburide/Metformin HcL - 2.5/500mg
  - Diovan W/Hetz - 160/25mg
  - Simvastatin - 20mg
  - Uroxatral - 10mg
- Provide a sample pharmacy contract.
- What source of AWP do you use?
- How often do you update your system to AWP changes?
- Can you customize customer ID cards?

- Do you offer incentives to pharmacist or participants to maximize generic dispensing?
- Do you have a drug formulary drug rebate program?
- Can you interact with nursing home pharmacies for retirees?
- Can you interact with prisons for dispensing to prisoners?
- How is eligibility maintained and verified?
- Do you provide mail order?

**Please inform Hidalgo County if something important from your perspective should be included.**

# EXHIBIT "B"

## VENDOR'S PROPOSAL

**THERE ARE NO FEES FOR THIS PROGRAM. PROJECT WILL BE AT NO COST TO THE COUNTY". PLEASE SEE EXHIBIT "A" AND ATTACHMENT "A" FOR FURTHER DETAILS.**

# ATTACHMENTS "A"

## PRESCRIPTION DISCOUNT CARD PROGRAM RESPONSES BY DATARX MANAGEMENT, INC.

1. Describe your concepts for the creation of and/or existing prescription drug discount card program. What are the key elements of the program? What services are provided as part of the program?

**Response:**

**We provide a discount on all drugs with an 11 digits NDC number. We maintain eligibility for tracking patient's prescriptions. Our discount cards get the same level of adjudication as our healthcare plans. Also, with our discount card, we will keep the business within the local community.**

2. Describe the method by which a local government would contact for these services?

**Response:**

**A local government may contact us by phone, fax or email. Our toll free number is (888) 714-4422. Our fax number is (903) 465-0799. Our email is [supports@data-rx.com](mailto:supports@data-rx.com).**

3. Discuss what limits you would place on the program, especially as it pertains to size of entity services. For example, would you treat a county of 1,000 people differently than you would treat a county of 600,000 people?

**Response:**

**There are no limits placed on the program. The size of the county doesn't change the way we treat the county when pertaining to our discount card.**

4. Describe your pricing methodology.

**Response:**

**Our pricing methodology provides fair and competitive prices for the consumer as well as the pharmacy and we strive to keep the business local.**

5. What resources will you make available to Hidalgo County to assure the successful marketing and sale of this program to Hidalgo County?

**Response:**

**We will use all the resources we have to help promote this program in Hidalgo County. We are backed by several local pharmacy groups that have pledged to not only**

**support this program, but will help to get it up and running.**

6. Identify and describe the day-to-day team you expect to work with Hidalgo County.

**Response:**

**Our customer service department will be available 24-7 to assist with any problems that may arise. Our engineering and management staff will be available when necessary.**

7. Discuss your proposed fee-sharing arrangement with Hidalgo County.

**Response:**

**There are no fees for this program; this program is provided at no cost to the county.**

8. What specific resources do you expect Hidalgo County to provide to this effort?

**Response:**

**We expect the County to help promote and distribute the discount card.**

9. Describe your firm/pharmaceutical(s) past efforts to involve minority- and women-owned business enterprises in your industry. Are you willing to work with W/MBE groups on this program?

**Response:**

**We are willing to work with W/MBE on this program. We currently work with numerous minority and women owned enterprises, many of which are located locally in Hidalgo County.**

10. Describe your firm/pharmaceutical(s) experience in working with local and national trade and professional associations with other Counties.

**Response:**

**We currently work with Cameron County and Denton County providing Pharmacy Benefits Management services for their indigent healthcare programs. DataRx also does business in all 50 states and Puerto Rico.**

11. Please outline any additional costs Hidalgo County might expect to pay outside your charges (e.g., reporting services fees, etc.). Will you provide tracking and data entry of card participants?

**Responses\:**

**There are no fees for this program; this program is provided at no cost to the county. We will provide tracking and data entry of card participants.**

12. Discuss your firm/pharmaceuticals(s) capability with electronic communications, including processing claims over the internet.

**Response:**

**DataRx currently processes over three million claims per month over the internet.**

13. Provide a list of local government clients you have worked with on similar programs or services. A partial list is acceptable. Indicate whether Hidalgo County may contact these clients for reference purposes.

**Response:**

**We currently work with Hidalgo County on the county indigent healthcare program. We also work with Cameron County on the county indigent healthcare program. You may contact these clients.**

14. How do you propose to deal with existing clients if you are selected by Hidalgo County?

**Response:**

**If we are selected by Hidalgo County it will have no bearing on our existing clients. We treat all of our clients with the utmost professionalism.**

15. Please provide a timeline for startup of this service.

**Response:**

**If DataRx is selected by Hidalgo County, we anticipate the shipment of prescription cards within 24 hours.**

16. Provide your present licensing, bonding, and errors and omissions insurance status. Are you willing to accept specific limits as set by Hidalgo County? If not, what requirements would you consider reasonable for your industry?

**Response:**

**See other attachments as part of this RFP. DataRx is willing to accept all reasonable specific limits as set by Hidalgo County.**

17. Provide a sample marketing plan that would outline Hidalgo County/Firm/Pharmaceuticals(s) responsibilities specifically to direct mail, fax, broadcast, collateral materials, etc.

**Response:**

**Since anyone in Hidalgo County is eligible, the cards may be disseminated to anyone you choose. The local pharmacy network will be supporting and promoting this program as well. Additional marketing efforts may include radio and print public service**

**announcements to the local media.**

18. List major drug store chains and/or private pharmaceutical(s) networks that honor your card program.

**Response:**

**Our card is honored by most major chains including Wal Mart, Walgreen's, CVS, Rit Aid, Target, HEB, Kroger's and Albertsons to name a few. However, we would like to keep the network restricted to the local independent pharmacies. Most of the independent pharmacies in Hidalgo County accept our card.**

19. Address issues of inclusion of firm/pharmaceutical(s) not currently in your network (i.e. do you have processes in place to add non-participating firm/pharmaceutical(s) including local, privately owned firm/pharmacies).

**Response:**

**We can add a non-participating pharmacy to our network in a matter of minutes.**

20. Will you enter into Hidalgo County's term contract including fee guarantees?

**Response:**

**Yes, we will enter into Hidalgo County's term contract. There are no fees for this program; this program is provided at no cost to the county.**

21. What are your expected discounts for brand drugs?

**Response:**

**Brands are discounted at an effective rate of 11-15% off of retail.**

22. What are your expected discounts for generic drugs?

**Response:**

**Generics are discounted at an effective rate of 30% off retail.**

23. What is your financial rating: best S&P Duff Phelps?

**Response:**

24. Provide your most recent Corporate Annual Report.

**Response:**

**DataRx is privately held company. Specific financial data may be release upon**

**request.**

25. Do you provide discounts for the following prescription drugs:

- Lorazepam-0.5mg
- Furosemide-40mg
- Lanoxim-0.125mg
- Prilose-20mg
- Zoloft-50mg
- APAPI-code#3
- Atenolol-50mg
- Imdur-60mg
- Prozac-20mg
- Premarin-0.625mg
- Glucophage-500mg
- Metoprolol-50mg
- Kdur-20mg EQ
- Glyburide/Metformin HcL-2.5/500mg
- Diovan W/Hctz-160/25mg
- Simvastatin-20mg
- Uroxatral-10mg

**Response:**

**Yes, we provide discounts for all drugs that have an 11 digit NDC number.**

26. Provide a sample pharmacy contract.

**Response:**

**See attachment.**

27. What source of AWP do you use?

**Response:**

**Medispan**

28. How often do you update your system to AWP changes?

**Response:**

**We update our pricing weekly.**

29. Can you customize customer ID cards?

**Response:**

**Yes, but rebates are not applicable to discount cards.**

30. Do you offer incentives to pharmacist of participants to maximize generic dispensing?

**Response:**

**Yes. The pharmacy's profit level is higher on generics.**

31. Do you have a drug formulary rebate program?

**Response:**

**Yes, but rebates are not applicable to discount cards.**

32. Can you interact with nursing home pharmacies for retirees?

**Response:**

**Yes.**

33. Can you interact with prisons for dispensing to prisoners?

**Response:**

**Yes.**

34. How is eligibility maintained and verified?

**Response:**

**Eligibility is maintained automatically. The patient is enrolled as a process of the first filled prescription.**

35. Do you provide mail order?

**Response:**

**We can, however, we prefer to keep the money local, with the independent pharmacies that can facilitate 90 day fills.**

EXHIBIT "C"  
INSURANCE REQUIREMENTS

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10-08-08

**PRODUCER**  
 W. David Bayless, Inc. dba  
 Bayless-Hall Ins, Denison  
 P. O. Box 1229  
 Denison TX 75021-1229  
 Phone: 903-465-8383 Fax: 903-465-5034

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

**INSURED**  
 Data Rx Management, Inc.  
 P O Box 676  
 Denison, Texas 75020

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Travelers Insurance Co.	36161
INSURER B		
INSURER C		
INSURER D		
INSURER E		

## COVERAGES

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

INSR ADD'L LTR	INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <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. JECT <input type="checkbox"/> LOC	TT06301945	09/29/08	09/29/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TT06301945	09/29/08	09/29/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 EA ACC \$ AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYED \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Errors and Omissions	TT06301945	10/08/08	09/29/09	Limit per wrongful act \$1,000,000.

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

Technology Company - Computer hardware & software design, sales and installation.

## CERTIFICATE HOLDER

Hidalgo County  
 2802 S. Closner Blvd.  
 Edinburg, TX 78539

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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 Bayless, Jr.*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID I.R.  
DATAR-1

DATE (MM/DD/YYYY)  
10/01/08

**PRODUCER**  
Bayless-Hall Ins, Denison  
W. David Bayless, Inc. dba  
P. O. Box 1229  
Denison TX 75021-1229  
Phone: 903-465-8383 Fax: 903-465-5034

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
  
Data Rx Management, Inc  
PO Box 676  
Denison TX 75021

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Casualty	36161
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TT06301945	09/29/08	09/29/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 250,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TT06301945 TT06301945	09/29/08 09/29/08	09/29/09 09/29/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Technology Company-Computer hardware & software, design, sales and installation. This does not include Professional Liability

## CERTIFICATE HOLDER

HIDAL-1

Hidalgo County  
2802 S. Closser Blvd  
Edinburg TX 78539

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

Roger Hunt, New Business

## Insurance Requirement Acknowledgment

I, Brian B. Vossler, authorized representative for Data Rx,  
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): \$ 1,000,000

Automobile Liability: \$ N/A General Liability: \$ 500,000

have already been met, see attached copy of insurance certificate.

Brian B. Vossler  
Authorized Representative

6/10/08  
Date

### **Notice to Proposer/Applicant:**

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, BRIAN B VOSSLER, possess all of the **APPLICABLE**:

1. Licenses: N/A
2. Bonds: N/A
3. Certificates: N/A
4. Permits: N/A
5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this 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.**

Brian B. Vossler  
Authorized Signature

6/16/09  
Date

Data Rx  
Company

305 W. Woodland St., Ste. 220  
Address

DEMISON, TX 75020  
City, State, Zip

EXHIBIT "D"  
CIQ FORM

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491 80th Leg. Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1)(a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1)(a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity, with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

4

N/A

Signature of person doing business with the governmental entity

8/8/08

Date

**EXHIBIT “E”  
PROPOSER’S AFFIDAVIT**

PROPOSER'S AFFIDAVIT  
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, Elizabeth Vasquez, 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 any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: [Signature], Off of Sales & Marketing

Subscribed and sworn to before me this 12 day of July, 2008.

Helena Vecchio

Notary Public

My commission expires: 5/6/11, 2008.

HELEN VECCHIO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO 4981234  
ONONDAGA COUNTY  
COMMISSION EXPIRES 5/6/11

# PROPOSER/VENDOR APPLICATION FORM



**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: \_\_\_\_\_

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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: \_\_\_\_\_

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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: \_\_\_\_\_

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# W-9 FORM

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return): Data Rx Management, LLC

Business name, if different from above: Data Rx

Check appropriate box:  Individual Sole proprietor  Corporation  Partnership  Other  Exempt from backup withholding

Address number, street, and apt. or suite no.: 305 West Woodland St. Suite 220

City, state, and ZIP code: DALLAS, TX 75020

List account number(s) here (optional):

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number:

OR

Employer identification number: 715217103551

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here: Signature of U.S. person: [Signature] Date: 6/16/09

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:


- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

# DEBARMENT FORM

**Certification  
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 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 of cause or default.

Signature:   
Print Name: Brian B Vossick  
Title: Dir. Sales & Marketing  
Telephone Number: 315-682-3820  
Date: 6/16/08

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

4. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

- a) Renovations of administration building
- b) Other ongoing county owned building construction, renovation repair projects

NO ACTION taken on items a & b.

c) Emergency situations occurring since last agenda meeting

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on the emergency situation on Mile 3 North East of FM 491 collapse pipe.

At this time the Court moved to item #20-D1 & 2.

5. Presentation for discussion, consideration, acceptance and approval of sole response and contract document (contract document previously reviewed as to form by legal counsel on 07/08/08) for RFP NO: 2008-209-06-04-VYG-PRESCRIPTION DRUG DISCOUNT CARD Project for vendor, DataRx Management, Inc. meeting all requirements, scope of services, terms and conditions.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

6. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 11322676 in the amount of \$7,375.00 from L & G Consulting Engineers INC. d/b/a L & G Engineering in connection with Contract No. 0-07-400-11-06 and Work Authorization No. I and Purchase Order # 597671 for the "Turnkey Solution for the Demolition and Removal of Structures & Below Ground Tanks and Related Equipment" (located at 201 and 217 North Closner Street, Edinburg, Texas).

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

7. A. Nomination of at least three (3) firms from the County's approved "pools" of appraisers and surveyors for scoring/grading/evaluation for the purposes of ranking by Commissioners Court to engage the services required to meet statutory compliance in connection with anticipated/contemplated acquisitions of land/property, disposition of county-owned land/property or other circumstances/situations on an "as needed basis" per project/precinct:

Appraisers (5 firms in "pool")

Surveyors (9 firms in "pool")

- |          |          |
|----------|----------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |
| 4. _____ | 4. _____ |
| 5. _____ | 5. _____ |

NO ACTION taken on items A1 thru 5.

AI-10118

20.A.5.

**Hidalgo County Wide-Prescription Drug Discount Card  
CC REGULAR**

**Date:** 07/22/2008  
**Submitted By:** Vangie Garcia, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Area:** Purchasing Department **Purchasing only:** Hidalgo County

**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of **sole response** and contract document (contract document previously reviewed as to form by legal counsel on 07/08/08) for RFP NO: 2008-209-06-04-VYG-PRESCRIPTION DRUG DISCOUNT CARD Project for vendor, DataRx Management, Inc. meeting all requirements, **scope of services**, terms and conditions.

**BACKGROUND**

This project will be at "No Cost" to Hidalgo County.

**Fiscal Impact**

**FISCAL YEAR:** N/A **ACCT. #:** N/A  
**FUNDS AVAILABLE Y/N?:** N/A **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
IT IS AT A "NO COST" TO HIDALGO COUNTY.

**Attachments**

Link: PARTICIPATION AND  
TABULATION LOG  
Link: DATARX'S  
RESPONSE  
Link: EVALUATION GRID  
Link: C-08-209-07-22  
Contract Document

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	07/15/2008 03:22 PM	APRV
2		Budget & Management	Veronica Lopez	07/15/2008 03:52 PM	APRV
3		Ivan Cantu	Ivan Cantu	07/15/2008 04:11 PM	APRV
4		Auditor's Office		07/18/2008 05:29 PM	NEW

Form Started By: Vangie Garcia      Started On: 07/10/2008 10:44 AM  
Final Approval Date: 07/14/2008