

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-139-07-22

THIS CONTRACT is made and entered into this 22nd of July, 2008 by **JUDGE MARIO E. RAMIREZ, JR JUVENILE JUSTICE CENTER**, a department of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "Department"), and **SPEIGHTS, STINSON, CORTINAS, AND MCDONALD d/b/a THE CENTER OF INDUSTRIAL REHABILITATION SERVICES, MCALLEN, TEXAS** ("Company").

WHEREAS, Company responded to advertised notices for bids for "Drug Testing Services"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); 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. Judge Mario E. Ramirez Jr. Juvenile Justice Center and Company hereby agree that this Contract is entered into in order to provide the Services to Judge Mario E. Ramirez, Jr. Juvenile Justice Center for Project as listed on specification . 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 **Commissioner** 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 July 22, 2008, and ending on July 22, 2009, with option to renew/extend for an additional two (2)-one (1) year terms based on performance evaluation and contingent upon cost terms and conditions remaining unchanged and may be extended at the sole discretion of County for an additional sixty (60) days at the end of the contract term for unforeseen delays on subsequent bidding and contract award, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the Judge Mario E. Ramirz, Jr. Juvenile Justice Center 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 Judge Mario E. Ramirez, Jr. Juvenile Justice Center 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, Judge Mario E. Ramirez, Jr. Juvenile Justice Center, 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, Judge Mario E. Ramirez, Jr. Juvenile Justice Center 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, Judge Mario E. Ramirez, Jr. Juvenile Justice Center 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 Department: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Company: Speights, Stinson, Cortinas, and McDonald d/b/a
The Center Of Industrial Rehabilitation Services
709 S. Broadway
McAllen, Texas 78501

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.

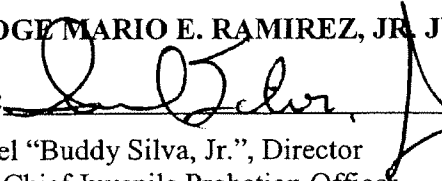
15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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.

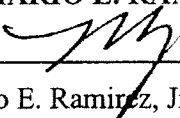
WITNESS our hands in duplicate originals this 8th day of August, 2008.

DEPARTMENT:

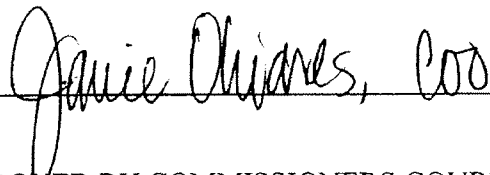
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:  DATE: 8-7-08
Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIEZ, JR. JUVENILE JUSTICE CENTER

BY:  DATE: 8-8-08
Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY:  DATE: 7/31/08

APPROVED BY COMMISSIONERS COURT ON: JULY 22, 2008

EXHIBIT “A”

SPECIFICATIONS/REQUIREMENTS/SCOPE OF SERVICES

EXHIBIT "A"
JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
DRUG TESTING COLLECTION SERVICES
BID NO: 2008-139-04-23-VYG

BID SPECIFICATIONS

Judge Mario E. Ramirez, Jr. Juvenile Justice Center (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug test collections for juveniles on an as needed basis.

PRE-BID CONFERENCE:

A "Pre-Bid Conference" will be held on Tuesday, April 15, 2008, at 10:00 a.m. in the Hidalgo County Purchasing Department's Conference Room, at 2802 S. Business Hwy. 281, Hidalgo County New Administration Building (Southeast of Canton Rd. Business 281), Edinburg, Texas.

The purpose of the "Pre-Bid Conference" is to insure a clear understanding of "Judge Mario E. Ramirez, Jr. Juvenile Justice Center" needs, the accuracy of the specifications, requirements, qualifications and services for this project.

SCOPE OF SERVICES:

1. Agency shall be certified and accredited to conduct Drug and Alcohol test collections dealing with students, minors and all underage donors as specified by school, local, state and federal regulation required by law.
2. Agency shall collect urine, saliva, hair follicle, and swabbing test as required and indicated by law.
3. A Panel 10 including Marijuana, Cocaine, Opiates, Amphetamine, Phencyclidine (PCP), Barbiturates, Benzodiazepines, Methadone, Methaqualone, and Propoxyphene. Agency shall also be available to provide Ethanol/Alcohol testing through certified equipment for the presence of alcohol. Further or specified testing may be required for Roche pills, (Date Rape) and other illegal substance, as required, requested, and needed.
4. Agency, Laboratory or contractor conducting the specimen collection and testing must have access to a Medical Review Office (M.R.O.) in the field of Substance Abuse. Copies of certifications should be submitted with bid response.
5. **QUALIFICATIONS OF THE CONTRACTOR** – Must remain current on testing and medical standards for all services to be performed as a result of this contract.
6. Agency/Contractors shall have built-in authorization forums for Parental Consents and other required notice as specified by law. Company agrees to use appropriate safeguards to prevent use of disclosure and any protection required under the HIPAA Protected Health Information Act as required by Law. Where required, agency/Contractors shall comply with the standards and other regulation issued forth under 45 CFR parts 142 and 160-164 pursuant to the Health Insurance Portability and Accountability Act of 1996 (Collectively: HIPPA).

7. Any possession of illicit or illegal substance will be reported to authorized personnel and to the Administration of the Hidalgo County Juvenile Probation Department (H.C.J.P.D.) as herein specified.
8. Conduct collection in accordance with request submitted by the H.C.J.P.D.
9. Agency/Contractor must be able to conduct trainings designated for Probation Officers and H.C.J.P.D. personnel in conjunction with Drug and Alcohol Education and handouts, at least once a year.
10. Insurance (Liability Insurance) required as specified by regulation on attached Exhibit "C".
11. **RESULTS:** All results require a verbal notification to Israel "Buddy" Silva, H.C.J.P.D. Director or designated staff member authorized by contract. Positive results must be hand-delivered in a sealed confidential envelope to the attention of Israel "Buddy" Silva or designated authorized person in contract to the Hidalgo County Juvenile Probation Department, 1001 North Doolittle Road, "Judge Mario E. Ramirez Jr., Juvenile Justice Center"- Edinburg, TX 78539. Negative results will be mailed or hand delivered in a sealed confidential envelope to same address.
12. Agency/Contractor agrees to ensure that any agent, Probation Officer (P.O.), or County Employee, requested results and information must be authorized by Hidalgo County Juvenile Probation Department (H.C.J.P.D.).
13. Test results will not be divulged in any form to anyone other than to contract designated authorized representatives. Contracted vendor must report any use or disclosure of the protected results and information of said minor to the required and authorized H.C.J.P.D. personnel.
14. The service provider will insure proper and documented chain of custody during and after sample collection and testing.
15. Agency must be able to provide H.C.J.P.D. statistic reports on an annual basis.
16. Agency must provide valley wide service upon request due to area required by Hidalgo County residence.
17. Agency must provide a 24 hour service, available to respond in a two to three hour, but not to exceed a three hour period.
18. Agency must be available to conduct on-site and on different valley wide location to make testing available where needed and required.
19. **BID PRICE** must include individual test charges (fees) for Panel 10, Rohypnol, Alcohol and Ecstasy and a total test charge (fee) for all the above. Bid price must indicate fees for urine, hair and blood test for the above tests. Bid price will also include price per session on Drug Free Workplace Act and any other requested drug testing related training. Each line item on Bid Page is required to be completed as instructed. ***Incomplete sections may be considered for probable cause for disqualification.***

20. **INDEMNIFICATION** – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.
21. **CONTRACT TERM** – The initial term of the resultant contract will be for a period of one (1) year and shall commence from the date of award. The County reserves the option to extend the contract for two (2) additional one (1) year terms based on performance evaluation and contingent upon cost terms and conditions remaining unchanged and/or County's option to extend for an additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.
22. **REFERENCES** - Submit a minimum of five (5) references that include, company names, addresses, contact persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.

SPECIAL INSTRUCTIONS TO BIDDERS:

1. **RIGHT TO AUDIT:** Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by Contractor to the County, the actual cost of the County's audit and excess amount charged to the County shall be paid by Contractor.

2. Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any

other cooperative purchasing programs whenever it is in its best interest to do so.

3. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy. 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All applicable forms in this packet must be filled in its entirety and submitted with bid response.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, April 16, 2008, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, April 18, 2008.

EXHIBIT "B"
HIDALGO COUNTY JUVENILE PROBATION
DRUG TESTING COLLECTION SERVICES
BID NO: 2008-139-04-23-VYG

MODIFIED BID PAGE

ADDITIONAL INFORMATION:

Each section must be filled and completed as described and instructed under "Scope Of Services-line item number 19". Incomplete sections may be considered probable cause for disqualification.

SECTION 1. PER HOUR FEES (LABOR):

<u>BUSINESS HOURS</u>	<u>FROM</u>	<u>TO</u>	<u>FEES</u>
<u>REGULAR</u>			
<u>PREMIUM</u>			

SECTION 2. TEST CHARGES: Enter price for each test section.

Specific Test	Level Assessed – Confirmation Threshold Zero Level – Screening Threshold	Turnaround time for results	
		NEGATIVE	NON-NEGATIVE
<u>Panel 10 Fee:</u>			
	PRICE		
\$			
Cannabis	Urine		
	Hair		
	Blood		
Cocaine	Urine		
	Hair		
	Blood		
Amphetamines	Urine		
	Hair		
	Blood		
Morphine	Urine		
	Hair		
	Blood		
Methamphetamines	Urine		
	Hair		
	Blood		
Phencyclidine	Urine		
	Hair		
	Blood		
Benzodiazepines	Urine		
	Hair		
	Blood		
Barbiturates	Urine		
	Hair		
	Blood		

Specific Test	Level Assessed – Confirmation Threshold Zero Level – Screening Threshold		Turnaround time for results	
	PRICE		NEGATIVE	NON-NEGATIVE
Panel 10 Fee:				
\$				
Methadone	Urine			
	Hair			
	Blood			
Tricyclic Antidepressants	Urine			
	Hair			
	Blood			
Rohypnol	Urine			
	Hair			
	Blood			
Alcohol	Urine			
	Hair			
	Blood			
Ecstasy	Urine			
	Hair			
	Blood			
COMPLETE TEST COST (Includes all of the above)	Urine			
	Hair			
	Blood			

SECTION 3. TRAINING FEES:

Training Charges per Session:

- i. Drug Free Workplace Act(Employee/Supervising Training):\$ _____
- ii. Other Drug Testing Related \$ _____

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT “B”

PAYMENT SCHEDULE

**HIDALGO COUNTY PURCHASING DEPARTMENT
 BID TABULATION SHEET**

DEPARTMENT NAME: HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BID OPENING DATE: APRIL 23, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "DRUG TESTING COLLECTION SERVICES"

BID NO: 2008-139-04-23-VYG

		NTC Drug & Alcohol Testing Services, Inc.			The Center Of Industrial Rehab. Services				
HOURS (LABOR)	REGULAR FROM / TO	PREMIUM FROM / TO	FEES REGULAR / PREMIUM		REGULAR FROM / TO	PREMIUM FROM / TO	FEES REGULAR / PREMIUM		
	8:00 AM / 5:00 PM	24 hr On-Call Service	No Charge		8:00 AM / 5:00 PM	5:01 PM / 7:59 AM	No Charge / \$25.00 Trip Charge		
SPECIFIC TEST	PRICE / LEVEL ASSESSED (CONFIRMATION THRESHOLD) / ZERO LEVEL (SCREENING THRESHOLD)		TURN AROUND TIME		PRICE / LEVEL ASSESSED (CONFIRMATION THRESHOLD) / ZERO LEVEL (SCREENING THRESHOLD)		TURN AROUND TIME		
			NEGATIVE	NON-NEGATIVE			NEGATIVE	NON-NEGATIVE	
PANEL 10 (individual)									
CANNABIS	Urine	36.00	24 hr	48-72 hr	25.00		24-48 hrs	24-48 hrs	
	Hair	250.00	48-72 hr	72-96 hr	50.00		5-7 Bus. days	5-7 Bus. days	
	Blood	N/A	N/A	N/A	130.00		24-48 hrs	24-48 hrs	
COCAINE	Urine	36.00	24 hr	48-72 hr	25.00		24-48 hrs	24-48 hrs	
	Hair	250.00	48-72 hr	72-96 hr	50.00		5-7 Bus. days	5-7 Bus. days	
	Blood	N/A	N/A	N/A	130.00		24-48 hrs	24-48 hrs	
AMPHETAMINES	Urine	36.00	24 hr	48-72 hr	25.00		24-48 hrs	24-48 hrs	
	Hair	250.00	48-72 hr	72-96 hr	50.00		5-7 Bus. days	5-7 Bus. days	
	Blood	N/A	N/A	N/A	130.00		24-48 hrs	24-48 hrs	
MORPHINE	Urine	36.00	24 hr	48-72 hr	25.00		24-48 hrs	24-48 hrs	
	Hair	250.00	48-72 hr	72-96 hr	50.00		5-7 Bus. days	5-7 Bus. days	
	Blood	N/A	N/A	N/A	130.00		24-48 hrs	24-48 hrs	
METHAMPHETAMINES	Urine	36.00	24 hr	48-72 hr	25.00		24-48 hrs	24-48 hrs	
	Hair	250.00	48-72 hr	72-96 hr	50.00		5-7 Bus. days	5-7 Bus. days	
	Blood	N/A	N/A	N/A	130.00		24-48 hrs	24-48 hrs	
PHENCYCLIDINE	Urine	36.00	24 hr	48-72 hr	50.00		24-48 hrs	24-48 hrs	
	Hair	250.00	48-72 hr	72-96 hr	50.00		5-7 Bus. days	5-7 Bus. days	
	Blood	N/A	N/A	N/A	50.00		24-48 hrs	24-48 hrs	
BENZODIAZEPINES	Urine	36.00	24 hr	48-72 hr	130.00		24-48 hrs	24-48 hrs	
	Hair	N/A	N/A	N/A	N/A		5-7 Bus. days	5-7 Bus. days	
	Blood	N/A	N/A	N/A	130.00		24-48 hrs	24-48 hrs	
BARBITURATES	Urine	36.00	24 hr	48-72 hr	130.00		24-48 hrs	24-48 hrs	
	Hair	N/A	N/A	N/A	N/A		5-7 Bus. days	5-7 Bus. days	
	Blood	N/A	N/A	N/A	130.00		24-48 hrs	24-48 hrs	
METHADONE	Urine	36.00	24 hr	48-72 hr	50.00		24-48 hrs	24-48 hrs	
	Hair	N/A	N/A	N/A	N/A		5-7 Bus. days	5-7 Bus. days	
	Blood	N/A	N/A	N/A	130.00		24-48 hrs	24-48 hrs	
TRICYCLIC ANTIDEPRESSANTS	Urine	36.00	24 hr	48-72 hr	75.00		24-48 hrs	24-48 hrs	
	Hair	N/A	N/A	N/A	N/A		5-7 Bus. days	5-7 Bus. days	
	Blood	N/A	N/A	N/A	N/A		24-48 hrs	24-48 hrs	
ROHYPNOL	Urine	150.00	48-72 hr	72-96 hr	75.00		24-48 hrs	24-48 hrs	
	Hair	N/A	N/A	N/A	N/A		5-7 Bus. days	5-7 Bus. days	
	Blood	N/A	N/A	N/A	N/A		24-48 hrs	24-48 hrs	
ALCOHOL	Urine	N/A	N/A	N/A	26.00		24-48 hrs	24-48 hrs	
	Hair	N/A	N/A	N/A	N/A		5-7 Bus. days	5-7 Bus. days	
	Blood	N/A	N/A	N/A	28.00		24-48 hrs	24-48 hrs	
ECSTASY	Urine	175.00	48-72 hr	72-96 hr	75.00		24-48 hrs	24-48 hrs	
	Hair	N/A	N/A	N/A	75.00		5-7 Bus. days	5-7 Bus. days	
	Blood	N/A	N/A	N/A	75.00		24-48 hrs	24-48 hrs	
COMPLETE TEST	Urine	36.00	24-48 hr	48-72 hr	25.00		24-48 hrs	24-48 hrs	
	Hair	250.00	48-72 hr	72-96 hr			5-7 Bus. days	5-7 Bus. days	
	Blood	N/A	N/A	N/A					
TRAINING FEES		DRUG FREE WORKPLACE ACT: \$90.00/HR. OTHER DRUG TESTING RELATED: N/A			DRUG FREE WORKPLACE ACT: \$185.00 OTHER DRUG TESTING RELATED: \$125.00				

Bid for
HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT
"DRUG TESTING COLLECTION SERVICES"
BID NO.: 2008-139-04-23-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281- New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: The Center of Industrial Rehabilitation Services
Address: 709 S. Broadway, McAllen, TX 78501
By: Irene Reyes
Printed Name: Irene Reyes
Title: Account Manager

EXHIBIT "B"
HIDALGO COUNTY JUVENILE PROBATION
DRUG TESTING COLLECTION SERVICES
BID NO: 2008-139-04-23-VYG

MODIFIED BID PAGE

ADDITIONAL INFORMATION:

Each section must be filled and completed as described and instructed under "Scope Of Services-line item number 19". Incomplete sections may be considered probable cause for disqualification.

SECTION 1. PER HOUR FEES (LABOR):

<u>BUSINESS HOURS</u>	<u>FROM</u>	<u>TO</u>	<u>FEES</u>
<u>REGULAR</u>	8:00 a.m.	5:00 p.m.	No charge
<u>PREMIUM</u>	5:01 p.m.	7:59 a.m.	\$25.00 trip charge

SECTION 2. TEST CHARGES: Enter price for each test section.

<u>Specific Test</u>		<u>Level Assessed – Confirmation Threshold</u> <u>Zero Level – Screening Threshold</u>		<u>Turnaround time for results</u>	
				<u>NEGATIVE</u>	<u>NON-NEGATIVE</u>
<u>Panel 10 Fee:</u>		<u>PRICE</u>			
<u>\$</u>					
Cannabis	Urine	25.00		24-48 Hours	24-48 Hours
	Hair	50.00		5-7 Bus. days	5-7 Bus. days
	Blood	130.00		24-48 Hours	24-48 Hours
Cocaine	Urine	25.00		24-48 Hours	24-48 Hours
	Hair	50.0		5-7 Bus. days	5-7 Bus. days
	Blood	130.00		24-48 Hours	24-48 Hours
Amphetamines	Urine	25.00		24-48 Hours	24-48 Hours
	Hair	50.00		5-7 Bus. days	5-7 Bus. days
	Blood	130.00		24-48 Hours	24-48 Hours
Morphine	Urine	25.00		24-48 Hours	24-48 Hours
	Hair	50.00		5-7 Bus. days	5-7 Bus. days
	Blood	130.00		24-48 Hours	24-48 Hours
Methamphetamines	Urine	25.00		24-48 Hours	24-48 Hours
	Hair	50.00		5-7 Bus. days	5-7 Bus. days
	Blood	130.00		24-48 Hours	24-48 Hours
Phencyclidine	Urine	50.00		24-48 Hours	24-48 Hours
	Hair	50.00		5-7 Bus. days	5-7 Bus. days
	Blood	50.00		24-48 Hours	24-48 Hours
Benzodiazepines	Urine	130.00		24-48 Hours	24-48 Hours
	Hair	N/A		5-7 Bus. days	5-7 Bus. days
	Blood	130.00		24-48 Hours	24-48 Hours
Barbiturates	Urine	130.00		24-48 Hours	24-48 Hours
	Hair	N/A		5-7 Bus. days	5-7 Bus. days
	Blood	130.00		24-48 Hours	24-48 Hours

Specific Test		Level Assessed – Confirmation Threshold		Turnaround time for results	
		Zero Level – Screening Threshold			
Panel 10 Fee:		PRICE		NEGATIVE	NON-NEGATIVE
\$					
Methadone	Urine	50.00		24-48 Hours	24-48 Hours
	Hair	N/A		5-7 Bus. days	5-7 Bus. days
	Blood	130.00		24-48 Hours	24-48 Hours
Tricyclic Antidepressants	Urine	75.00		24-48 Hours	24-48 Hours
	Hair	N/A		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		24-48 Hours	24-48 Hours
Rohypnol	Urine	75.00		24-48 Hours	24-48 Hours
	Hair	N/A		5-7 Bus. days	5-7 Bus. days
	Blood	N/A		24-48 Hours	24-48 Hours
Alcohol	Urine	26.00		24-48 Hours	24-48 Hours
	Hair	N/A		5-7 Bus. days	5-7 Bus. days
	Blood	28.00		24-48 Hours	24-48 Hours
Ecstasy	Urine	75.00		24-48 Hours	24-48 Hours
	Hair	75.00		5-7 Bus. days	5-7 Bus. days
	Blood	75.00		24-48 Hours	24-48 Hours
COMPLETE TEST COST (Includes all of the above)	Urine	25.00		24-48 Hours	24-48 Hours
	Hair			24-48 Hours	24-48 Hours
	Blood			5-7 Bus. days	5-7 Bus. days

SECTION 3. TRAINING FEES:

Training Charges per Session:

- i. Drug Free Workplace Act(Employee/Supervising Training):\$ 185.00
- ii. Other Drug Testing Related \$ 125.00

COMPANY NAME: The Center of Industrial Rehabilitation Services

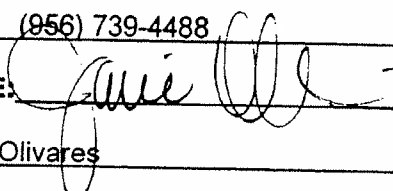
ADDRESS: 709 S. Broadway

CITY/STATE/ZIP CODE: McAllen, TX 78501

PHONE NUMBER: (956) 618-2400

FAX NUMBER: (956) 971-9905

CELLULAR NUMBER: (956) 739-4488

AUTHORIZED SIGNATURE: 

PRINTED NAME: Janie Olivares

TITLE: Chief Operating Officer

DATE: 04/23/08

EXHIBIT “C”

INSURANCE REQUIREMENTS

Insurance Requirement Acknowledgment

I, Janie Olivares, authorized representative for The Center of Industrial Rehab
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; "Naming County as Additional Insured"
- 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.

Janie Olivares
Authorized Representative

4/23/08

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, Janie Olivares, possess all of the APPLICABLE:

1. Licenses: Medical license
2. Bonds: _____
3. Certificates: MED, drug testing trainer, breath alcohol trainer.
4. Permits: _____
5. Other: technician certificates

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Janie Olivares
Authorized Signature

4/23/08
Date

The Center of Industrial Rehab
Company

709 S. Broadway
Address

McAllen, TX 78501
City, State, Zip

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CP
CENTE-1

DATE (MM/DD/YYYY)
09/08/08

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

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

The Center of Industrial Rehab
Services
720 South Broadway
McAllen TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers Ins. Co.	40282
INSURER B: Progressive Commercial	
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		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> JECT <input type="checkbox"/> LOC	PACP2531B516TLC08	06/22/08	06/22/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	05693692-1	03/21/08	03/21/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				X WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB2531B64508	06/22/08	06/22/09	
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Owned auto: 2000 Chev C1500 Silverado #8123.

CERTIFICATE HOLDER

County of Hidalgo
 Attn: Evangelina Garcia
 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 _____ 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 *Shepard Walton King*
 SHEPARD WALTON KING INS. GROUP

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V INFORMATION PAGE WC 00 00 01 (A)

MAY 20 2008

POLICY NUMBER: (INUB-2531864-5-08) RENEWAL OF (INUB-2531864-5-07)

INSURER: THE PHOENIX INSURANCE COMPANY

NCCI CO CODE: 12610

1.

INSURED:

THE CENTER OF INDUSTRIAL SEE ENDORSEMENT WC 99 06 01 709 S BROADWAY ST MCALLEN TX 78501-5001

PRODUCER:

SHEPARD WALTON KING INS P O BOX 1630 MCALLEN TX 78505-1630

Insured is A PARTNERSHIP

Other work places and Identification numbers are shown in the schedule(s) attached.

2. The policy period is from 06-22-08 to 06-22-09 12:01 A.M. at the Insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

TX

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident: \$ 500000 Each Accident
Bodily Injury by Disease: \$ 500000 Policy Limit
Bodily Injury by Disease: \$ 500000 Each Employee

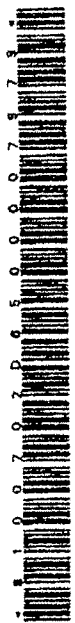
C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN UT VA VT WI

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS, EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.



DATE OF ISSUE: 05-14-08 SR
OFFICE: HOUSTON 086
PRODUCER: SHEPARD WALTON KING INS

DIRECT BILL
FY396



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 (A)

POLICY NUMBER: (INUB-2531B64-5-08)

INSURER: THE PHOENIX INSURANCE COMPANY

12610-TX

INSURED'S NAME: THE CENTER OF INDUSTRIAL
SEE ENDORSEMENT WC 99 06 01

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001 01				
FEIN 731706422 ENTITY CD 001				
THE CENTER OF INDUSTRIAL REHAB ILITATION SERVICES, SPEIGHTS, STINSON, CORTINAS & CORTINAS				
709 S BROADWAY ST MCALLEN, TX 78501				
CLERICAL OFFICE EMPLOYEES NDC	8810	236475	.49	1159
PHYSICAL THERAPISTS	8832	315505	.79	2492

TX MANUAL PREMIUM \$ 3651

1.00% EMPL. LIAB. INCREASED LIMITS(9807)	\$	37
1.100 MERIT RATING MODIFICATION(9886)		4057
1.00% SCHEDULE CREDIT(9887)		41
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		4016
EXPENSE CONSTANT(0900)		200
TERRORISM (9752)		132
TOTAL ESTIMATED PREMIUM		4348
DEPOSIT AMOUNT DUE		4348

DATE OF ISSUE: 05-14-08 SR

SCHEDULE NO: 1 OF LAST

EXHIBIT “D”

CIQ Conflict Of Interest

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 [X] 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 [Signature] Signature of person doing business with the governmental entity

4/23/08 Date

Official Receipt for Recording in:

Hidalgo County Clerk
P.O. Box 58
Edinburg, TX 78540

Issued To:

THE CENTER OF INDUSTRIAL REHAB SERVICES
709 S. BROADWAY
(956-618-2400)
MCALLEN TX 78501

Recording Fees

Document Description Number Recording Amount

Recording 1871788 16.00
 CONFLICT OF INTEREST

Copies 1.00

Collected Amounts

Payment Type Amount

CASH 17.00

17.00

Total Received : 17.00
Less Total Recordings: 17.00

Change Due : .00

Thank You
ARTURO GUAJARDO JR. - County Clerk

By - Ismael Hidalgo

Receipt# Date Time
0942520 03/25/2008 10:26a

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540



70 2008 01871788

Instrument Number: 2008-1871788

As

Recorded On: March 25, 2008

Recording

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	16.00
Total Recording:	16.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2008-1871788

Receipt Number: 942520

Recorded Date/Time: March 25, 2008 10:26A

Record and Return To:

THE CENTER OF INDUSTRIAL REHAB SERVICES

709 S. BROADWAY

MCALLEN TX 78501

User / Station: I Hidalgo - Cash Station 04



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

EXHIBIT “E”

Bidder's Affidavit

BIDDER'S AFFIDAVIT
Exhibit "E"

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Irene Reyes, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Bidder nor any of the Bidder'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 bidder, or potential bidder, 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 bid or the bid of any other bidder, 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 Bid and subsequent agreement, except at a meeting open to all interested bidders, 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 bidder submission date and award by the Hidalgo County County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Bidder is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: Irene Reyes Public Relations Officer

Subscribed and sworn to before me this 23 day of April, 2008.



[Handwritten Signature]

Notary Public

My commission expires: 2-9-2010, ~~2008~~

• •

VENDOR APPLICATION

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: <u>The Center of Industrial</u>		Telephone No. <u>(956) 668-2400</u>
dba Name:		
Legal Name: <u>Sprights Cortinas Stinson McDonald</u>		
Mailing Address: <u>709 S Broadway</u>		Fax No. <u>(956) 9940590</u>
Physical Address: <u>Same as above</u>		
City, State, Zip: <u>Mc Allen, Tx 78501</u>		Tax I.D. No. <u>73-1706422</u>
Remit to Address: <u>Same as above</u>		City, State, Zip
E-Mail Address: <u>janice@industrialrehabservices.com</u>		
Representative(s) Name(s) & Title(s): <u>Janice Olivares, COO / Irene Reyes, Account mgr</u>		
Type of Organization (check one): <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Janice Olivares, COO</u>		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business: _____ Disadvantaged Business (At Least 51% Ownership) _____		
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input checked="" type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input checked="" type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
What type of product(s) is/are solicited by your company?: <u>drug screening</u>		
Would you like to be provided with specifications for procurements of such products?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____		

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS
(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____ %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

• •

W-9 FORM

**Request for Taxpayer
 Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name Speights, Stinson, Cortinas, and McDonald dba	
Business name, if different from above The Center of Industrial Rehabilitation Services	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 709 S. Broadway	Requester's name and address (optional)
City, state, and ZIP code McAllen, TX 78501	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number								
or								
Employer identification number								
7	3	1	7	0	6	4	2	2

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

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 	Date ▶ 4/22/08
------------------	------------------------------	-----------------------

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 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 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.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

• •

DEBARMENT

**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:

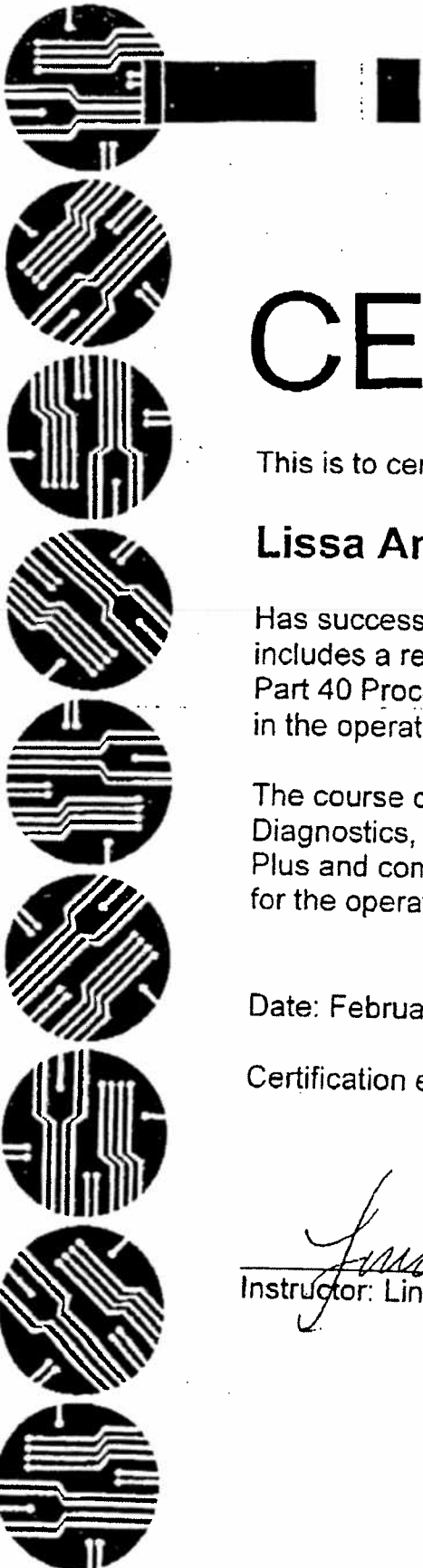
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had 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: Irene Reyes
Print Name: Irene Reyes
Title: Account Manager
Telephone Number: 951-971-9901
Date: 4/23/08

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



CERTIFICATES



CERTIFICATE

This is to certify that

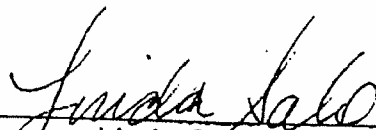
Lissa Anderson

Has successfully completed Level D1 training which includes a review of the Quality Assurance Plan, 49 CFR Part 40 Procedures and demonstration of proficiency in the operation of the Alcotest® 7410 Plus DOT.

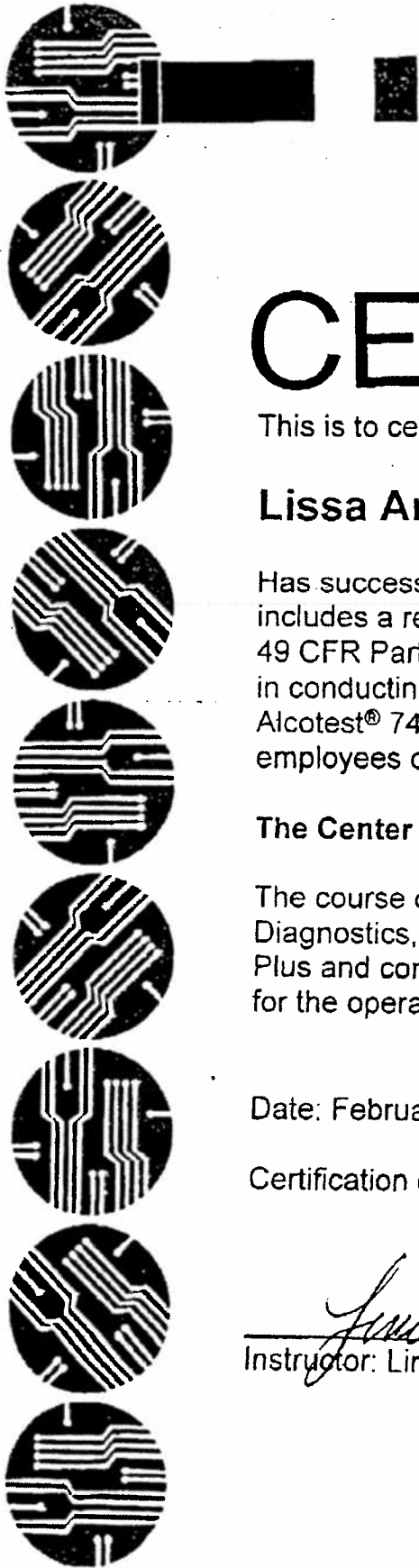
The course curriculum was approved by Draeger Safety Diagnostics, Inc., the manufacturer of the Alcotest® 7410 Plus and complies with the manufacturer's standards for the operation of the device.

Date: February 27, 2007

Certification expires: February 27, 2012


Instructor: Linda Salo

Drägersafety



CERTIFICATE

This is to certify that

Lissa Anderson

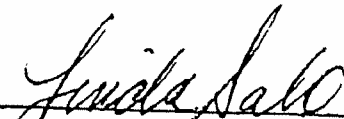
Has successfully completed Level C training which includes a review of the Quality Assurance Plan and 49 CFR Part 40 Procedures, demonstration of proficiency in conducting calibrations and the operation of the Alcotest® 7410 Plus DOT and is certified to train employees of:

The Center for Industrial Rehab Services

The course curriculum was approved by Draeger Safety Diagnostics, Inc., the manufacturer of the Alcotest® 7410 Plus and complies with the manufacturer's standards for the operation of the device.

Date: February 27, 2007

Certification expires: February 27, 2010



 Instructor: Linda Salo

10. 2000 0:03AM No. 1678 Y. 4

Certificate of Completion

May it be known that this Certificate has been presented to
Lissa Anderson M.A.

for Successful Completion of

PSYCHEMEDICS SAMPLE COLLECTION TRAINING PROGRAM

PRESENTED THIS

13th DAY OF

November, 20 02

Allin Ams

DIRECTOR, CLIENT SERVICES

COMPLIANCE MARKETING, INC.

Certificate

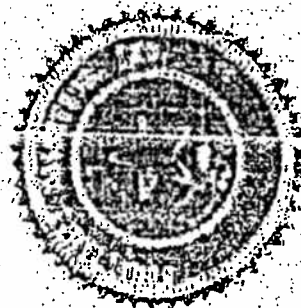
Presented to

Lissa R. Anderson

Certification No. C00033

Has successfully completed training in
DOT specimen collection procedures as outlined in 49 CFR Part 40

Training course on August 22, 2002.



Gene Aguil

Gene Aguil, Compliance Marketing, Inc.

CERTIFICATE OF COMPLETION

This certifies that

Alicia Rodriguez

has successfully completed the
Breath Alcohol Technician
training course on this the 28th day of August 2004.

Alcohol 7410 Plus
EBT Name Model No.

- Proficient in 49 CFR Part 40 Procedures
- Proficient in Operation of EBT

Patricia Corral
Instructor

CERTIFICATE OF COMPLETION

This certifies

Alicia Rodriguez

TO COLLECT URINE SAMPLES IN ACCORDANCE WITH

DEPARTMENT OF TRANSPORTATION REQUIREMENTS

49 CFR SUBPART 40/ SUBPART 40.33

on this the 10th day of July 2004.

M. Jerry Ervine

CERTIFYING AGENT NTA

M. JERRY ERVINE

Drug & Alcohol Testing Industry Association

recognizes

Janie Olivares

The Center of Industrial & Rehab Services

as a


Certified Professional Collector Trainer

in Urine Specimen Collections

(valid through 6/1/2009)

CPID 18438




Kristina Queen
Programs Director



PLEASE NOTE OUR NEW ADDRESS AND PHONE NUMBER
P.O. BOX 2018, AUSTIN, TX 78768-2018
PHONE# 512/305-7010

TEXAS MEDICAL BOARD	
IDENTIFICATION CARD	
LICENSE/PERMIT NUMBER	EXPIRATION DATE
J7212	02-28-2010
DARRYL L STINSON, MD 500 S BICENTENNIAL AVE MCALLEN TX 78501-5275	
PHYSICIAN FULL PERMIT	

TEXAS MEDICAL BOARD	
P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029	
PHYSICIAN FULL PERMIT	
LICENSE/PERMIT NUMBER	EXPIRATION DATE
J7212	02-28-2010
DARRYL L STINSON, MD 500 S BICENTENNIAL AVE MCALLEN TX 78501-5275	
<p>THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS</p>	

EPLS

Excluded Parties List System



Search - Current Exclusions

GO

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : The Center Of Industrial Services

As of 15-Jul-2008 5:46 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- GO**
- > Advanced Reports
 - > Recent Updates

Archive Search - Past Exclusions

- GO**
- > Advanced Archive Search
 - > Multiple Names
 - > Recent Updates

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

M. Juvenile Probation

1. **A. Presentation for discussion, consideration and action to reject sole response received for:**
RFP NO: 2008-267-07-09-VYG-Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Pool For Licensed Professional Counselor(s) inasmuch sole response received did not meet the minimum qualifications, requirements, and scope of services of project and;
B. Requesting authority to re-advertise and approval of RFP packet i.e. qualifications, requirements, scope of services, terms and conditions and draft contract document (previously approved as to form by legal counsel) for RFP-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Pool For Licensed Professional Counselor(s) so as to expand the "pool" to meet the demand for services of the department.

NO ACTION taken on this item

2. **Recommending award of bid and approval of contract document (as reviewed and approved as to form by legal counsel) to bidder meeting all specifications and/or requirements as attached hereto for RFB NO: 2008-139-04-23-VYG-JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER-DRUG TESTING SERVICES.**

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

N. Co. Wide

1. **HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS~**
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases— environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

NO ACTION taken on this item

21. Budget & Management - Vaiden Street (see EXHIBIT X)

A. Courthouse Security Fund/Sheriff's Office

1. **Approval to delete the following allowance slots in Sheriffs Office (280-001-), effective next full pay period (08/04/2008):**

Sheriff's (280-001)

Slot No.	Longevity Pay	Apprentical Pay
A316	\$41.76	1,200.00
A318	\$25.20	1,200.00
A319	\$480.00	100.00
A321	\$7.20	1,200.00
A322	\$6.17	100.00
A326	\$5.50	1,000.00

**AI-10167
Drug Testing Services
CC REGULAR**

34.Z.1.

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

Information

CAPTION

Recommending award of bid and approval of contract document (as reviewed and approved as to form by legal counsel) to bidder meeting all specifications and/or requirements as attached hereto for RFB NO: 2008-139-04-23-VYG-JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER-DRUG TESTING SERVICES.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:

ACCT. #: 1100-423-32-330-001-0-339
MATCHING FUNDS Y/N?:

FISCAL YEAR:
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:

ACCT. #:
MATCHING FUNDS Y/N?:

\$10,101.00 available balance as of 07/23/08.

Attachments

- Link: PARTICIPATION AND TABULATION LOG
- Link: BID TABULATION GRID
- Link: PARTICIPANTS BID SUBMISSION
- Link: C-08-139-07-22 CONTRACT

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
		(Originator)	Vangie Garcia	07/15/2008 01:18 PM	CREATED
1		Purchasing Department	Marty Salazar	07/16/2008 02:35 PM	APRV