

# MEMORANDUM

**To:** Anacleto Martinez, Chief Deputy  
Attn: Juan Tapia, Procurement Specialist  
Hidalgo County Sheriff's Office

**From:** Elena Gomez, Buyer  
Hidalgo County Purchasing Department

**Date:** April 27, 2009

**Re:** Bid No. 2009-161-00-00-MEG Approval of Specifications for Hidalgo County Sheriff's Office "LEGEND & NON-LEGEND PHARMACEUTICALS & INFIRMARY MEDICAL SUPPLIES"

*May 10 11:23 PM*

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1100-423-21-280-002-0-604

*Elena Gomez* A, 'sonny' MARTINEZ 5-14-09  
AUTHORIZED SIGNATURE PRINTED NAME DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [elena.gomez@co.hidalgo.tx.us](mailto:elena.gomez@co.hidalgo.tx.us) by no later than Thursday, May 7, 2009 at 5:00p.m.**

Enclosures



1. Sealed bids will be received for **HIDALGO COUNTY – “LEGEND & NON-LEGEND PHARMACEUTICALS & INFIRMARY MEDICAL SUPPLIES”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-161-08-19-MEG HIDALGO COUNTY- “LEGEND & NON-LEGEND PHARMACEUTICALS & INFIRMARY MEDICAL SUPPLIES”** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., WEDNESDAY, AUGUST 19, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BID-2009-161-08-19-MEG HIDALGO COUNTY- “LEGEND & NON-LEGEND PHARMACEUTICALS & INFIRMARY MEDICAL SUPPLIES”.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. ~~Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.~~

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

~~8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.~~

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- . Invoices must include:
  - a) ~~Name and address of successful bidder~~
  - b) Name and address of receiving department or official
  - c) ~~Purchase Order Number (if any)~~
  - d) Notation - **HIDALGO COUNTY- "LEGEND & NON-LEGEND PHARMACEUTICALS & INFIRMARY MEDICAL SUPPLIES"**

Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

---

---

Discount payments will be considered when offered.

---

---

Contact person for Billing and Payment questions:

---

---

Hidalgo County Sheriff's Office  
711 El Cibolo Road  
Edinburg, TX 78542  
(956) 383-8114  
ATTN.: Sheriff Guadalupe "Lupe" Trevino

17. **Schedule of Events**

<b>Bid Opening, 9:30 AM</b>	<b><u>AUGUST 19</u>, 2009</b>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. **Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

---

---

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

---

---

19. **Ethical Standards:**

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

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

**COMPLETION AND SUBMISSION OF FORM CIO IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably

acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

---

---

~~28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.~~

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for  
HIDALGO COUNTY

**"LEGEND & NON-LEGEND PHARMACEUTICALS  
& INFIRMARY MEDICAL SUPPLIES"**

**"BID-2009-161-08-19-MEG"**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Bus. Hwy. 281  
Edinburg, Texas 78539

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

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

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

*Martha L. Salazar*

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS**  
**and INFIRMARY MEDICAL SUPPLIES"**  
**BID NO: 2009-161-08-19-MEG**

---

---

**SCOPE OF SERVICES:**

---

---

Hidalgo County is requesting to obtain Legend & non-Legend Pharmaceuticals and Infirmary Medicals Supplies services on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542.

Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of prescription drugs for jail inmates through out the contract period. ***Legend items (prescribed)*** will be ordered on an **"AS NEEDED BASIS"** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations. ***Non-legend items (non-prescribed)*** and infirmary medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary). Ordering and delivery will involve approximately one (1) location within Hidalgo County.

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs and infirmary medical supplies.

Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

Bidder(s) may submit a bid for Item 1 only, for Item 2 only, or for both items.

**ITEM 1: Legend items (prescribed)**

- A. All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).
1. **"Brand Name"** Percentage above or below AWP:  
\_\_\_\_\_ % above AWP      OR      \_\_\_\_\_ % below AWP
2. **"Generic Brand"** Percentage above or below AWP:  
\_\_\_\_\_ % above AWP      OR      \_\_\_\_\_ % below AWP
- B. Regular business hours are from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

**Note:** *all legend items will be ordered and delivered by bidder (s) during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be delivered within a six to eight hour time frame.*

- C. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) is including the Unit Dose System as part of the contract. The unit dose system is designed with security in mind. It has an anti-pilferage that keeps secure and is in compliance with state regulations.

- The Unit Dose System consists of pill cards and by quantity "non individual dose". Each medication is individually heat-sealed in blister pack medication cards.
- Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS**  
**and INFIRMARY MEDICAL SUPPLIES"**  
**BID NO: 2009-161-08-19-MEG**

---

---

Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards.  
Universal Card Size is 5¼" wide x 8½" high.

---

---

D. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

**ITEM 2: Non-legend items (non-prescribed)**

Bidder(s) will supply the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs and infirmary medical supplies for the contract period. Non-legend items (non-prescribed) and infirmary medical supplies will be ordered approximately every month on a one-time per month basis.

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs and infirmary medical supplies.

- A. Blanket discount for non-prescription drugs and related infirmary medical supplies.  
\_\_\_\_\_ %
- B. Regular business hours are from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

**Note:** *all non-legend items will be ordered and delivered by bidder (s) during regular business hours only, unless item(s) ordered are of emergency; therefore, item(s) must be delivered with a six to eight hour time frame.*

**REQUIREMENTS:**

Bidder(s) must possess a Class "A" License as defined in Section 5 of the Texas Pharmacy Act, and be a community/retail pharmacy under the Texas Pharmacy Act and related regulations.

Bidder will provide stock bottles (upon request) when ordered.

The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

The bidder(s) will provide delivery of antibiotics ordered within six to eight hours time frame. All legend(prescribed) items will be ordered and delivered by bidder (s) during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be delivered within a six to eight hour time frame.

---

---

The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

---

---

---

---

The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering

---

---

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS**  
**and INFIRMARY MEDICAL SUPPLIES"**  
**BID NO: 2009-161-08-19-MEG**

---

---

machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

---

---

- Name:
- Business and Cell Phone Numbers:

The awarded bidder(s) must provide for any pharmaceuticals/medications ordered by physician a Medical Administration Record Report to the Infirmary Nurse for the Department's Records.

**TERMS & CONDITION:**

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions
  2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
  3. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
  4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so. One or more bidder(s) may be designated as approved bidder(s) for purchases of LEGEND (prescribed), NON-LEGEND (non-prescribed) and Infirmary Medical Supplies for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).
  5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
  6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.
  7. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).
  8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
  9. Hidalgo County reserves the right to seek purchases for "Legend and Non- Legend Pharmaceutical and Infirmary Medical Supplies" from State Awarded contracts whenever it is in the County's best interest to do so.
  10. Hidalgo County reserves the right to award on an "all or none basis". Hidalgo County reserves the right to award all or separate contracts for Item 1 and Item 2, if it is in the County's best interest to do so.
  11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- 
-

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS**  
**and INFIRMARY MEDICAL SUPPLIES"**  
**BID NO: 2009-161-08-19-MEG**

---

---

**MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

---

---

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.

- 1) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to



**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS**  
**and INFIRMARY MEDICAL SUPPLIES"**  
**BID NO: 2009-161-08-19-MEG**

---

---

**ITEM 1: Legend items (prescribed)**

---

---

- A.** All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).
- 1.** "Brand Name" Percentage above or below AWP:  
\_\_\_\_\_ % above AWP      OR      \_\_\_\_\_ % below AWP
- 2.** "Generic Brand" Percentage above or below AWP:  
\_\_\_\_\_ % above AWP      OR      \_\_\_\_\_ % below AWP
- B.** Regular business hours are from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

---

---

**ITEM 2: Non-legend items (non-prescribed)**

Bidder(s) will supply the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs and infirmary medical supplies for the contract period. Non-legend items (non-prescribed) and infirmary medical supplies will be ordered approximately every month on a one-time per month basis.

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs and infirmary medical supplies.

- A.** Blanket discount for non-prescription drugs and related infirmary medical supplies.  
\_\_\_\_\_ %
- B.** Regular business hours are from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

The following list of non-prescribed items and infirmary medical supplies are estimated quantity amounts to be used per year. However, the contract awarded is a requirements contract for all non-legend drugs and infirmary medical supplies and will not be restricted to mentioned quantities or products only. This list is no and should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Adult Detention Center (Jail Infirmary).

---

---

---

---

---

---

---

---

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS**  
**and INFIRMARY MEDICAL SUPPLIES"**  
**BID NO: 2009-161-08-19-MEG**

<b>DESCRIPTION</b>			
<b>OTC/ RX</b>	<b>PRODUCT</b>	<b>ESTIMATED MONTHLY QUANTITIES</b>	<b>BRAND OR GENERIC</b>
	<b>PHYSICIAN'S DESK REFERENCE</b>	<b>LATEST EDITION (YEARLY)</b>	
<i>OTC</i>	DIPHENHRAMIN 25mg	5 BOTTLES	BRAND- ----- GENERIC-
<i>OTC</i>	LATEX STRIPS	25 BOXES	BRAND- ----- GENERIC-
<i>OTC</i>	NS 0.9 IRR SOLN 1000 ml	100/1000 ML 6 BAGS	BRAND- ----- GENERIC-
<i>OTC</i>	KERLIX	50 ROLLS	BRAND- ----- GENERIC-
<i>OTC</i>	ETOH PREP	10 BOXES	BRAND- ----- GENERIC-
<i>OTC</i>	TOLNFTATE CREAM 1% 15 g	70 TUBES	BRAND- ----- GENERIC-
<i>OTC</i>	MILK OF MAGNESIA	1GAL/BTL=15 BOTTLES	BRAND- ----- GENERIC-
<i>OTC</i>	MAGNNESIUM HYD	15 BOTTLES	BRAND- ----- GENERIC-
<i>OTC</i>	IBUPROFEN 400 mg	15 BOTTLES	BRAND- ----- GENERIC-
<i>OTC</i>	POLYSPORIN OINTMENT	5 OZ/TUBES = 20 TUBE	BRAND- ----- GENERIC-
<i>OTC</i>	THROAT LOZENGES GREEN	1M/BTL = 288 BOTTLES	BRAND- ----- GENERIC-
<i>OTC</i>	KAOPECTOLIN	1 PT/BTL = 10 BOTTLES	BRAND- ----- GENERIC-
<i>OTC</i>	BEN - GAY		BRAND-
<i>OTC</i>	MUSCLE RUB	5 OZ. / TUBES = 60 TUBES	GENERIC-
			BRAND-
<i>RX</i>	FUROSEMIDE 20 mg	150 DOSES	GENERIC-

**EXHIBIT A**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS**  
**and INFIRMARY MEDICAL SUPPLIES"**  
**BID NO: 2009-161-08-19-MEG**

<i>RX</i>			<b>BRAND-</b>
	LITHIUM 300 mg	600 DOSES	<b>GENERIC-</b>
<i>RX</i>	SERTALINE 50 mg	350 DOSES	<b>BRAND-</b> <b>GENERIC-</b>
<i>RX</i>	ERYTHROMYCIN 500 mg	500 DOSES	<b>BRAND-</b> <b>GENERIC-</b>
<i>RX</i>	TRAZODONE 50 mg	500 DOSES	<b>BRAND-</b> <b>GENERIC-</b>
<i>RX</i>	AMOXICILLN 500 mg	2500 DOSES	<b>BRAND-</b> <b>GENERIC-</b>
<i>RX</i>	GUAFENESIN 600 MG	7,000 DOSES	<b>BRAND-</b> <b>GENERIC-</b>
<i>RX</i>	VALPROIC ACID 250 mg	700 DOSES	<b>BRAND-</b> <b>GENERIC-</b>
<i>RX</i>	PHENYTOIN SOD EX 100 MG TABS	3000 TABS	<b>BRAND-</b> <b>GENERIC-</b>
<i>RX</i>	MULTISTIX 10 SG. DIB AND READ TESTS	100 TESTS/BTL = 5 BOTTLES	<b>BRAND-</b> <b>GENERIC-</b>
<i>RX</i>	TETANUS TOXOID	10CC BTLS=10 BTLS	<b>BRAND-</b> <b>GENERIC-</b>
<i>RX</i>	BENZTROPINE	2MG TABS= 2000 TABS	<b>BRAND-</b> <b>GENERIC-</b>
<i>RX</i>	ALBUTEROL INHALER	90MCG=20 INHALERS	<b>BRAND-</b> <b>GENERIC-</b>
<i>RX</i>	DEPAKOTE	250 MG TABS=1500 TABS	<b>BRAND-</b> <b>GENERIC-</b>
<i>RX</i>	ARISTOCOT / KENOLOG TRIAMCINALONE 0.1 %	5 OZ. / TUBES = 20 TUBES	<b>BRAND-</b> <b>GENERIC-</b>
<i>RX</i>	SILVADENE CRÈME		<b>BRAND NAME:</b>
	SILVERSULFADIARONE	1 LB. / JAR = 10 JARS	<b>GENERIC:</b>
<i>OTC</i>	CENTRUM		<b>BRAND NAME:</b>
	CTM VITAMIN TABLETS	1M CAP / BTL = 5 BOTTLES	<b>GENERIC:</b>

**EXHIBIT A**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS**  
**and INFIRMARY MEDICAL SUPPLIES"**  
**BID NO: 2009-161-08-19-MEG**

<b>OTC/RX</b>	<b>BRAND/GENERIC</b>	<b>ESTIMATED MONTHLY QUANTITIES</b>	
<i>OTC</i>	VISINE	5 OZ./BTL = 5 BOTTLES	<b>BRAND NAME:</b>
	TETRAHYDROZOLINE		<b>GENERIC:</b>
<i>OTC</i>	BETADINE OINTMENT	GAL / BOTTLES = 10BOTTLES	<b>BRAND NAME:</b>
	PROVIDONE SCRUB		<b>GENERIC:</b>
<i>OTC</i>	HYDROSCORTISONE cream 1 %	CREAM 1% = 50 TUBES	<b>BRAND NAME:</b>
	HYDROSCORTISONE cream 1%		<b>GENERIC:</b>
<i>RX</i>	CORTISPORIN OPHTHALMIC ointment	c OZ. / TUBES = 25 TUBES	<b>BRAND NAME:</b>
	OCCUSPORIN HC OPHTHALMIC ointment		<b>GENERIC:</b>
<i>OTC</i>	TINACTIN CREAM 1 %	1 OZ./TUBE = 70 TUBES	<b>BRAND NAME:</b>
	TOLNAFTATE CREAM 1%		<b>GENERIC:</b>
<i>OTC</i>	TYLENOL EXTRA STRENGTH CAPLET 500 MGS	1M CAP / BTL = 15 BOTTLES	<b>BRAND NAME:</b>
	ACETAMINOPHEN 500 mg CAPLET EXTRA-STRENGTH		<b>GENERIC:</b>
<i>OTC</i>	ALCOHOL ISOPROPYL 70%	1 GAL/BTL = 15 BOTTLES	<b>BRAND NAME:</b>
	SAME		<b>GENERIC:</b>
<i>OTC</i>	HYDROGEN PEROXIDE	1 GAL/BTL = 15 BOTTLES	<b>BRAND NAME:</b>
	SAME H2O2		<b>GENERIC:</b>
<i>OTC</i>	MAALOX PLUS SUSPENSION	1 GAL/BTL = 10 BOTTLES	<b>BRAND NAME:</b>
	ALAMAG PLUS		<b>GENERIC:</b>
<i>OTC</i>	OCEAN NASAL SPRAY	45 CC BTLS = 5 BOTTLES	<b>BRAND NAME:</b>
	SEA MIST NASAL		<b>GENERIC:</b>
<i>OTC</i>	DUCOLAX 5MGS. TABLETS	100/BTL = 5 BOTTLES	<b>BRAND NAME:</b>
	BISACODYL 5MG E.C. TABS		<b>GENERIC:</b>
<i>OTC</i>	SURFAX 240 MG	100/BTL CAPSULES = 5 BOTTLES	<b>BRAND NAME:</b>
	DCS SOFT GEL		<b>GENERIC:</b>
<i>OTC</i>	TOE NAIL CLIPPERS SMALL	0 ITEMS	
<i>OTC</i>	STAPLE REMOVER KITS	25 KITS	
<i>OTC</i>	ALCOHOL PREP PADS	50 BOXES	
<i>OTC</i>	STERILE COTTON APPLICATOR SWABS	10 CASES	

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS**  
**and INFIRMARY MEDICAL SUPPLIES"**  
**BID NO: 2009-161-08-19-MEG**

OTC	N-95 RESPIRATOR MASKS	75 BOXES	
OTC	IV CANNULAS	150 CANNULAS	
OTC	IV START KITS	150 KITS	
OTC	WELCH PROBE COVERS	150 BOXES	
OTC	ULTRA SOUND GEL	10 TUBES	
OTC	SYRINGES WITH NEEDLES	100 BOXES	
OTC	STERILE H2O	200 BOTTLES	
OTC	NS FOR IRRIGATION		
OTC	LIFESCAN UNISTIX	250 BOXES	
OTC	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
OTC	SUTURE SETS	10 BOXES	
OTC	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
OTC	SUTURES	10 BOXES	
OTC	IV FLUID 0.9%NS,D5W,LR	75/1,000 ML BAGS	
OTC	IV POLES	2	
OTC	IV TUBING	150 SETS	
OTC	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10/BOX	
OTC	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10/BOX	
OTC	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
OTC	SPUFFLE PLASTIC 3/4 OZ. PLASTIC SQUAT CUPS	1M/BOX = 10 BOXES	
OTC	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
OTC	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
OTC	BUTTERFLY STRIPS MED. 1 3/4" X 3/8"	100/BOX = 5BOXES	
OTC	BUTTERFLY STRIPS LARGE 2 3/4" X 1/2"	100/BOX= 5 BOXES	
OTC	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
OTC	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
OTC	SYPHYNOMENOMETERS ANEROID		
	LARGE resistant KING		
OTC	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS**  
**and INFIRMARY MEDICAL SUPPLIES"**  
**BID NO: 2009-161-08-19-MEG**

<i>OTC</i>	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
<i>OTC</i>	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
<i>OTC</i>	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
<i>OTC</i>	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	
<i>OTC</i>	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
<i>OTC</i>	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
<i>OTC</i>	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
<i>OTC</i>	SELF ADHERING GAUZE 12" X 10 YDS. X 1" WIDTH	12/BOX = 10 BOXES	
<i>OTC</i>	STERILE EYE PADS, OVAL 2c" X 2e"	50/12 CTNS / CASE = 2 CASE	
<i>OTC</i>	AMMONIA INHALANTS AMPULES	100/BOX = 50 BOXES	
<i>OTC</i>	COTTON BALLS MEDIUM	4M/CASE = 1 CASE	
<i>OTC</i>	LINDANE SHAMPOO 1%	GALLON BTLS = 20 GALS	
<i>OTC</i>	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
<i>OTC</i>	INSULIN SYRINGES 28" X 1/2" SINGLE U-100	100/BOX = 120 BOXES	
<i>OTC</i>	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
<i>OTC</i>	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
<i>OTC</i>	ASA EC	81MG TABS=500 TABS	
<i>OTC</i>	ASA EC	325 MG TABS=250 TABS	
<i>RX</i>	DEPAKOTE EC	20 MG TABS=500 TABS	
<i>RX</i>	LEXAPRO	10 MG TABS= 500 TABS	
<i>RX</i>	TRILEPTAL	300 MG TABS= 1500 TABS	
<i>RX</i>	GEMFIBROZILE	600 MG TABS=1000 MG TABS	
<i>RX</i>	HALDOL	5 MG TABS=1500 TABS	
<i>RX</i>	HALDOL DEC	100 MG/ML=5 VIALS	
<i>RX</i>	HALDOL LAC	5 MG/ML=5 VIALS	
<i>RX</i>	LORAZEPAM	1 MG TABS=50 TABS	
<i>RX</i>	LORAZEPAM INJ.	2 MG/ML=1 VIAL	
<i>RX</i>	GEODON	60 MG CAPS= 100 CAPS	

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS**  
**and INFIRMARY MEDICAL SUPPLIES"**  
**BID NO: 2009-161-08-19-MEG**

<i>OTC</i>	HEMORRHOIDAL SUPPOSITORIES		<b>BRAND NAME:</b>
	COMPARABLE TO ANUSOL	12/BOX =288 BOXES	<b>GENERIC:</b>
<i>OTC</i>	HEMORRHOIDAL CREAM		<b>BRAND NAME:</b>
	COMPARABLE TO ANUSOL	12/BOX=288 BOXES	<b>GENERIC:</b>
<i>OTC</i>	KWELL LOTION 1%		<b>BRAND NAME:</b>
	LIDANE LOTION	GALLON BTLS = 20 GALS	<b>GENERIC:</b>
<i>OTC</i>	KWELL CREAM 1%		<b>BRAND NAME:</b>
	LIDANE CREAM	2OZ/TUBES = 288 TUBES	<b>GENERIC:</b>
<i>RX</i>	GLUCOPHAGE	500 MG=1500 TABS	
<i>RX</i>	GLIPIZIDE	5MG=1500 TABS	
<i>RX</i>	OMPERAZOLE	20MG TABS=1200 TABS	
<i>RX</i>	RISPERDAL	1MG=1200 TABS	
<i>RX</i>	RISPERDAL	2MG=1200 TABS	
<i>RX</i>	LACTULOSE SOL.	10 MG/15ML=3000 ML	
<i>RX</i>	PRINIVIL	5MG TABS=500 TABS	
<i>RX</i>	RANITIDINE	150 MG=2000 TABS	
<i>RX</i>	SEROQUEL	100 MG TABS=1000 TABS	
<i>RX</i>	SMZ-TMP DS	800/160 MG TABS=20000 TABS	
<i>RX</i>	ZYPREXA	10 MG TABS=1000 TABS	
<i>RX</i>	PAROXETINE	20 MG TABS=500 TABS	
<i>RX</i>	BUSPIRONE	5 MG TABS=400 TABS	
<i>RX</i>	ABILIFY	5 MG TABS=1000 CAPS	
<i>RX</i>	BUPROPION XL	150 MG TABS=200 TABS	
<i>RX</i>	CARBAMAZEPINE	100 MG TABS=200 TABS	
<i>RX</i>	NEOSPORIN OPTH SOL	15 ML BOTTLE=10 BOTTLES	
<i>RX</i>	EFFEZOR	75 MG=1000 TABS	
<i>RX</i>	TOPROL XL	50 MG=500 TABS	
<i>RX</i>	PHENOBARBITAL	100 MG=1000 TABS	
<i>RX</i>	NOVOLIN NPH	10 VIALS	
<i>RX</i>	NOVOLIN 70/30	10 VIALS	
<i>RX</i>	CATAPRESS	0.1 MG=1200 TABS	
<i>RX</i>	GLYBURIDE	5MG= 1200 TABS	
<i>RX</i>	CEPHALAXIN	500 MG CAPS= 2000 CAPS	

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

**SERVICE CONTRACT**

**C-09-161-00-00**

**THIS CONTRACT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the **County of Hidalgo, Texas** ("County"), and \_\_\_\_\_ ("Company").

**WHEREAS**, Company responded to advertised notices for bids for "**Legend & Non-Legend Pharmaceuticals & Infirmary Medical Supplies**" (the "Services"); and

**WHEREAS**, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

**NOW, THEREFORE**, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. 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

County following a request for Services by the **Hidalgo County Sheriff** or his designated agent.

Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on \_\_\_\_\_, 2009 and expiring on \_\_\_\_\_, 2011 and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

~~such trucks or vehicles in providing the Services.~~

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

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

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

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

~~12. Any notice required or permitted to be given hereunder shall be in writing and shall~~

be delivered personally or sent by certified mail, postage prepaid, as set forth below:

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

If to Company:                      \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**APPROVED AS TO FORM**

By: \_\_\_\_\_

**COUNTY OF HIDALGO**

**ATTEST:**

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

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

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

---

---

EXHIBIT "A"

---

---

REQUEST FOR BIDS (RFB)  
PROCUREMENT PACKET

DRAFT

---

---

EXHIBIT "B"

---

---

# VENDOR'S BID

DRAFT

---

---

EXHIBIT "C"

---

---

# INSURANCE REQUIREMENTS

DRAFT