



PURCHASING DEPARTMENT  
County Of Hidalgo

E-08-308-07-28

July 8, 2008

Joe Ochoa, Owner  
JOSE OCHOA d/b/a MEDICAL PLAZA PHARMACY  
4302 South Sugar Road, Suite 100  
Edinburg, Texas 78539

Via e-mail [claudes7@hotmail.com](mailto:claudes7@hotmail.com)  
Via Facsimile (956) 318-5174

Re: **Extension of Contract No. E-07-379-09-04-"Legend and Non-Legend Pharmaceuticals and Infirmary Medical Supplies"- Hidalgo County Sheriff's Office**

Dear Mr. Ochoa:

Commissioners' Court will take applicable action (Tuesday, July 22, 2008) in connection with the Hidalgo County's option to extend/renew the (second 2<sup>nd</sup> year) of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of September 16, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, July 15, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

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

Date: 7-14-08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

  
Leticia H. Saenz, CPPB/Contracts Manager  
Hidalgo County Purchasing Department

xc: file

**J. Sheriff's Office**

1. **A. Requesting authority to exercise the second (2nd) year of the additional two (2)-one (1) year options for extension as provided in the current contract for:"DRUG TESTING COLLECTION SERVICES" for the Hidalgo County Sheriffs Office, under the same rates, terms and conditions with NTC DRUG TESTING SERVICES, INC.-Effective: 08/22/08**

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

- B. Requesting authority to exercise the one (1) year option to extend as provided in the current contract for:"STRAW HATS" for the Hidalgo County Sheriffs Office, under the same rates, terms and conditions with BOOTS N' JEANS-Effective: 09/04/08**

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

- C. Requesting authority to exercise the second (2nd) year of the additional two (2)-one (1) year options for extension as provided in the current contract for:"LEGEND and NON-LEGEND PHARMACEUTICALS and INFIRMARY MEDICAL SUPPLIES" for the Hidalgo County Sheriffs Office, under the same rates, terms and conditions with JOSE OCHOA d/b/a MEDICAL PLAZA PHARMACY-Effective: 09/16/08**

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

- D. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extension as provided in the current contract for:"LEASE OF TOWER SPACE" for the Hidalgo County Sheriffs Office, under the same rates, terms and conditions with O.E. INVESTMENTS, INC.-Effective: 10/01/08**

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

**K. Adult Probation**

1. **Presentation for information, documentation, record and reporting purposes only of the sole response received from Dr. Mann Garza, M.D. for Hidalgo County Community Supervision And Corrections Department-RFQ NO: 2008-266-07-09-VYG-Physician Services to the Substance Abuse Treatment Facility with the further clarification that subsequent to the procurement services rendered through the Hidalgo County Purchasing Department and pursuant to Government Code, Chapter 76, Section 76.004 (a-1)(3) the Hidalgo County Community Supervision And Corrections Department Director will proceed to negotiate and enter into a contract on behalf of the department with the sole qualified response received for Physician Services to the Substance Abuse Treatment Facility.**

On motion of Commissioner Handy, seconded by Judge Salinas, the Court made a VOTE of approval.

Commissioner Garza – Abstain.

## REQUIREMENTS AGREEMENT

C-06-128-09-15

THIS AGREEMENT (the "Agreement") is entered into effective as of **SEPTEMBER 15, 2006** by and between "**JOSE OCHOA d/b/a MEDICAL PLAZA PHARMACY**", (individual proprietor) a resident of Hidalgo County, Texas, ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements for the **ADULT DETENTION CENTER (JAIL INFIRMARY)** of Hidalgo County for "**LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL SUPPLIES**", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of **one (1) year with the County's option to renew two (2) additional one (1) year terms** based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL SUPPLIES**" in the areas of **HIDALGO COUNTY ADULT DETENTION CENTER (JAIL INFIRMARY)** Hidalgo County projects for a period of one (1) year commencing **SEPTEMBER 15, 2006** to **SEPTEMBER 15, 2007** with the **County's option to renew two (2) additional one (1) year terms** based on the prior year's performance evaluation and contingent upon cost remaining unchanged; and/or sixty (60) day grace period extension at the end of the contract for unforeseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

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

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

5. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County  
Attention: County Judge  
100 E. Cano, 2nd Floor  
Edinburg, Texas 78539

If to Seller: Jose Ochoa dba Medical Plaza Pharmacy  
Attention: Jose Ochoa, Owner/  
4302 South Sugar Road, Suite 100  
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

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

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

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

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity

or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

**APPROVED BY COMMISSIONERS COURT ON, AUGUST 1, 2006.**

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

By: 

HIDALGO COUNTY

By: 

**RAMON GARCIA, COUNTY JUDGE**

Approved by Commissioners' Court  
on 8-01-06 at

ATTEST:

  
**EDDY TREVINO, ACTING COUNTY CLERK**

COMPANY:

**JOSE OCHOA**  
**dba MEDICAL PLAZA PHARMACY**

By: 

Printed Name: Jose Ochoa

Title: Owner / Pharmacist

# **EXHIBIT "A"**

# **SPECIFICATIONS**

**EXHIBIT "A"**

**HIDALGO COUNTY ADULT DETENTION CENTER (JAIL INFIRMARY)  
"LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL  
SUPPLIES"  
BID NO. 06-128-07-12ROL**

**SCOPE:**

1. Hidalgo County is requesting the services of a vendor(s) to furnish on an **"AS NEEDED BASIS ONLY"**, prescribed and non-prescribed medication and infirmary medical supplies for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), 711 El Cibolo Road, Edinburg, Texas 78542.
2. **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.**
3. **Bidder(s) must provide and maintain through out the contract term proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements for limits).**
4. Bidder(s) may submit a bid for Item 1 only, for Item 2 only, or for both items. 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.
5. 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).
6. 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.
7. 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.
8. **Contract Term:** Term of the contract will commence upon termination of current contract and will continue for a period of one (1) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end on the contract term for unforeseen delay in award of new bid for next contract term.
9. Vendor will provide stock bottles (upon request) when ordered.
10. The bidder(s) will provide delivery of antibiotics ordered within six to eight hours time frame.
11. 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.

12. 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 service. No telephone numbers provided for this purpose shall be serviced through an answering 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 Infirmiry Nurse for the Department's Records.

**ITEM 1:** 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"** 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. **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.**

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 Infirmiry) is including the Unit Dose System as part of the contract.

1. 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.

2. 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.
3. 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.

**NOTE: 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.**

- 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:** 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.**

**EXHIBIT 1:** Comparison Sheet.

**EXHIBIT 2:** The following list of non-prescribed/prescribed items and infirmary medical supplies are estimated quantity amounts to be used per month 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 not and should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

**EXHIBIT NO. 1**

**COMPARISON SHEET ONLY**

**ITEM 2: "NON-LEGEND (non-prescription) drugs and infirmary medical supplies".**

Items listed will be used to aid in the evaluation of bids received.

DESCRIPTION					
PRODUCT	ESTIMATED MONTHLY QUANTITIES	RETAIL \$	% DISCOUNT	NET \$	NET TOTAL \$
LINDANE SHAMPOO 1%	GAL. BTLS = 15 BOTTLES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
LINDAINE LOTION 1%	GAL. BTLS = 15 BOTTLES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
INSULIN SYRINGES 28 X 1/2" SINGLE U-100	100 / BOX = 6BOXES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
PHYSICIAN'S DESK REFERENCE	LATEST EDITION	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
KAOPECTOLIN	1PT/BTL= 10 BOTTLES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
BEN-GAY /MUSCLE RUB	5 OZ /TUBES 30 TUBES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
MAALOX PLUS SUSPENSION	1 GAL/BTL= 10 BOTTLES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
MILK OF MAGNESIA	1GAL/BTL= 15 BOTTLES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
TINACTIN CREAM 1 %	TOLNAFTATE CREAM 40 TUBES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
POLYSPORIN OINTMENT	5 OZ/TUBES 15 TUBES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
MAGNESIUM HYD	15 BOTTLES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
IBUPROFEN 200 mg	15 BOTTLES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
ACETAMINOPHEN 325 mg	15 BOTTLES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
DIPHENHRAMIN	5 BOTTLES	BRAND-	%	\$	\$

25mg		GENERIC-	%	\$	\$
GUAFENESIN 600 mg	7,000 DOSES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
ERYTHROMYCIN 250 mg	500 DOSES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
NS 0.9 IRR SOLN 1000 ml	100/1000 ML 6 BAGS	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
KERLIX	50 ROLLS	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
ETOH PREP	10 BOXES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
GAUZE 4X 4	15 PKGS.	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
PHENYTOIN SOD EX 100 MG TABS	3000 TABS	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
VALPROIC ACID 250 mg	700 DOSES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
LATEX STRIPS	25 BOXES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
FUROSEMIDE 20 mg	150 DOSES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
LITHIUM 300 mg	600 DOSES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
SERTALINE 100 mg	350 DOSES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
TOLNFTATE CREAM 1%	70 TUBES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
TRAZODONE 50 mg	500 DOSES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
AMOXICILLN 500 mg	2500 DOSES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$

**EXHIBIT NO. 2**

<b>BRAND</b>	<b>GENERIC</b>	<b>ESTIMATED MONTHLY QUANTITIES</b>
ARISTOCOT / KENOLOG	TRIAMCINALONE 0.1 %	5 OZ. / TUBES = 20 TUBES
BEN - GAY	MUSCLE RUB	5 OZ. / TUBES = 60 TUBES
BETADINE OINTMENT	PROVIDONE SCRUB	GALLON / BOTTLES = 10BOTTLES
HYDROSCORTISONE CREAM 1 %	HYDROSCORTISONE	CREAM 1% = 50 TUBES
SILVADENE CREME	SILVERSULFADIARONE	1 LB. / JAR = 10 JARS
CORTISPORIN OPHTHALMIC OINTMENT	OCCUSPORIN HC OPHTHALMIC OINTMENT	6OZ. / TUBES = 25 TUBES
CENTRUM	CTM VITAMIN TABLETS	1M CAP / BTL = 5 BOTTLES
TYLENOL EXTRA STRENGTH CAPLET 500 MGS.	ACETAMINOPHEN CAPLET EXTRA-STRENGTH	1M CAP / BTL = 15 BOTTLES
ALCOHOL ISOPROPYL 70%	SAME	1 GAL/BTL = 15 BOTTLES
HYDROGEN PEROXIDE	SAME H2O2	1 GAL/BTL = 15 BOTTLES
MAALOX PLUS SUSPENSION	ALAMAG PLUS	1 GAL/BTL = 10 BOTTLES
OCEAN NASAL SPRAY	SEA MIST NASAL	45 CC BTLS = 5 BOTTLES
DUCOLAX 5MGS. TABLETS	BISACODYL 5MG E.C. TABS	100/BTL = 5 BOTTLES
SURFAX 240 MG.	DCS SOFT GEL	100/BTL CAPSULES = 5 BOTTLES
VISINE	TETRAHYDROZOLINE	5 OZ./BTL = 5 BOTTLES
TINACTIN CREAM 1 %	TOLNAFTATE CREAM 1%	1 OZ./TUBE = 70 TUBES
POLYSPORIN OINTMENT		5 OZ/TUBES = 20 TUBE
THROAT LOZENGES GREEN		1M/BTL = 288 BOTTLES
MULTISTIX 10 SG. DIB AND READ TESTS		100 TESTS/BTL = 5 BOTTLES
PHYSICIAN'S DESK REFERENCE		LATEST EDITION (YEARLY)
KAOPECTOLIN		1 PT/BTL = 10 BOTTLES
TOE NAIL CLIPPERS SMALL		0 ITEMS
FINGER NAIL CLIPPERS SMALL		0 ITEMS
STAPLE REMOVER KITS		25 KITS
ALCOHOL PREP PADS		50 BOXES
STERILE COTTON APPLICATOR SWABS		10 CASES
N-95 RESPIRATOR MASKS		75 BOXES
IV CANNULAS		150 CANNULAS
IV START KITS		150 KITS

<b>WELCH PROBE COVERS</b>	<b>0 BOXES</b>
<b>ULTRA SOUND GEL</b>	<b>10 TUBES</b>
<b>SYRINGES WITH NEEDLES</b>	<b>100 BOXES</b>
<b>STERILE H2O</b>	<b>200 BOTTLES</b>
<b>NS FOR IRRIGATION</b>	
<b>LIFESCAN UNISTIX</b>	<b>250 BOXES</b>
<b>ELECTRODES FOR WELCH/ALLEYN EKG</b>	<b>100 SETS</b>
<b>SUTURE SETS</b>	<b>10 BOXES</b>
<b>SUTURE REMOVAL KITS</b>	<b>50 KITS/CASE = 10 CASES</b>
<b>SUTURES</b>	<b>10 BOXES</b>
<b>IV FLUID 0.9%NS,D5W,LR</b>	<b>75/1,000 ML BAGS</b>
<b>IV POLES</b>	<b>2</b>
<b>IV TUBING</b>	<b>150 SETS</b>
<b>COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"</b>	<b>10/BOX</b>
<b>STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"</b>	<b>10/BOX</b>
<b>TONGUE BLADE DEPRESSORS</b>	<b>500/10 BOXES/CASE=1 CASE</b>
<b>SPUFFLE PLASTIC 1/4 OZ. PLASTIC SQUAT CUPS</b>	<b>1M/BOX = 10 BOXES</b>
<b>TELA PADS 3" X 4" ADHESIVE</b>	<b>100/BOX = 30 BOXES</b>
<b>BAND-AIDS 1" X 3"</b>	<b>100/BOX = 15 BOXES</b>
<b>BUTTERFLY STRIPS MED. 1 1/4" X 3/8"</b>	<b>100/BOX = 5BOXES</b>
<b>BUTTERFLY STRIPS LARGE 2 3/4" X 1/2"</b>	<b>100/BOX= 5 BOXES</b>
<b>ALCOHOL PREPS WEBCOL</b>	<b>200/BOX = 15 BOXES</b>
<b>K-Y JELLY OR EQUAL</b>	<b>3 OZ/TUBES = 10 TUBES</b>
<b>TRU-TOUCH VINYL GREEN NON- STERILE GLOVES</b>	<b>50/BOX(LO)/CASE=5 CASES</b>
<b>IRRIGATIVE EYE SOLUTION</b>	<b>4 OZ/BTL = 10 BOTTLES</b>
<b>SELF-ADHERENT BANDAGE 1" X 5 YDS.</b>	<b>24/BOX = 20 BOXES</b>
<b>EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.</b>	<b>48/CASE = 1 CASE</b>
<b>QUICK ICE INSTANT COLD 5 1/2" X 7"</b>	<b>24/CASE = 12 CASES</b>
<b>DIAGNOSTIC PEN LIGHTS</b>	<b>6/PKG = 4 PKGS</b>
<b>COTTON TIP APPLICATORS 8" NON- STERILE(INDIVIDUALLY WRAPPED)</b>	<b>1M/CASE = 1 CASE</b>
<b>GAUZE PADS 4" X 4"</b>	<b>100/BOX = 15 BOXES</b>
<b>SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS</b>	<b>96/CASE=50 ROLLS</b>

SELF ADHERING GAUZE 12" X 10 YDS. X 1" WID.		12/BOX = 10 BOXES
STERILE EYE PADS, OVAL 2c" X 2e"		50/12 CTNS / CASE = 2 CASE
AMMONIA INHALANTS AMPULES		100/BOX = 50 BOXES
HEMORRHOIDAL SUPPOSITORIES	COMPARABLE TO ANUSOL	12/BOX = 288 BOXES
HEMORRHOIDAL CREAM	COMPARABLE TO ANUSOL	12/BOX = 288 BOXES
TETANUS TOXOID		10CC BTLS = 10 BTLS
COTTON BALLS MEDIUM		4M/CASE = 1 CASE
LINDANE SHAMPOO 1%		GALLON BTLS = 20 GALS
KWELL LOTION 1%	LIDANE LOTION	GALLON BTLS = 20 GALS
KWELL CREAM 1%	LIDANE CREAM	2OZ/TUBES = 288 TUBES
SYRINGES WITH NEEDLE 5CC GAUGE 1"		100/BOX = 60 BOXES
INSULIN SYRINGES 28" X 1/2" SINGLE U-100		100/BOX = 120 BOXES
SYPHYNOMENOMETERS ANEROID LARGE RESISTANT KING		
SCALPEL STERILE STAINLESS		10/BOX = 20 BOXES
GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE		100 BOX = 100 BOXES
BENZTROPINE		2MG TABS = 2000 TABS
ALBUTEROL INHALER		90MCG = 20 INHALERS
DEPAKOTE		250 MG TABS = 1500 TABS
ASA EC		81MG TABS = 500 TABS
ASA EC		325 MG TABS = 250 TABS
GLUCOPHAGE		500 MG = 1500 TABS
GLIPIZIDE		5MG = 1500 TABS
OMPERAZOLE		20MG TABS = 1200 TABS
RISPERDAL		1MG = 1200 TABS
RISPERDAL		2MG = 1200 TABS
LACTULOSE SOL.		10 MG/15ML = 3000 ML
PRINIVIL		5MG TABS = 500 TABS
RANITIDINE		150 MG = 2000 TABS
SEROQUEL		100 MG TABS = 1000 TABS
SMZ-TMP DS		800/160 MG TABS = 20000 TABS
ZYPREXA		10 MG TABS = 1000 TABS
PAROXETINE		20 MG TABS = 500 TABS
BUSPIRONE		5 MG TABS = 400 TABS
ABILIFY		5 MG TABS = 1000 CAPS

GEODON	MG CAPS= 100 CAPS
DEPAKOTE EC	20 MG TABS=500 TABS
LEXAPRO	10 MG TABS= 500 TABS
TRILEPTAL	300 MG TABS= 1500 TABS
GEMFIBROZILE	600 MG TABS=1000 MG TABS
HALDOL	5 MG TABS=1500 TABS
HALDOL DEC	100 MG/ML=5 VIALS
HALDOL LAC	5 MG/ML=5 VIALS
LORAZEPAM	1 MG TABS=50 TABS
LORAZEPAM INJ.	2 MG/ML=1 VIAL
BUPROPION XL	150 MG TABS=200 TABS
CARBAMAZEPINE	100 MG TABS=200 TABS
NEOSPORIN OPTH SOL	15 ML BOTTLE=10 BOTTLES
EFFEZOR	75 MG=1000 TABS
TOPROL XL	50 MG=500 TABS
PHENOBARBITAL	100 MG=1000 TABS
NOVOLIN NPH	10 VIALS
NOVOLIN 70/30	10 VIALS
CATAPRESS	0.1 MG=1200 TABS
GLYBURIDE	5MG= 1200 TABS
CEPHALAXIN	500 MG CAPS= 2000 CAPS

### **ADDITIONAL INFORMATION**

**Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St., 4<sup>th</sup> Floor, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**  
**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, July 5, 2006, 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, July 7, 2006.**

**EXHIBIT "B"**  
**VENDOR'S BID PRICE**

Bid  
for  
**HIDALGO COUNTY SHERIFF'S OFFICE (ADULT DETENTION CENTER)**  
**"LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL SUPPLIES"**

BID NO.: 06-128-07-12-ROL

JUL 12 2006

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
100 E. Cano, 4<sup>th</sup> Floor - 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: Medical Plaza Pharmacy  
Address: 4302 S. Sugar Rd. Ste 100 Edinburg, TX  
By: [Signature]  
Printed Name: Jose OctoA  
Title: owner

**EXHIBIT "A"**

**HIDALGO COUNTY ADULT DETENTION CENTER (JAIL INFIRMARY)  
"LEGEND AND NON-LEGEND PHARMACEUTICALS AND INFIRMARY MEDICAL  
SUPPLIES"  
BID NO. 06-128-07-12ROL**

**SCOPE:**

1. Hidalgo County is requesting the services of a vendor(s) to furnish on an "**AS NEEDED BASIS ONLY**", prescribed and non-prescribed medication and infirmary medical supplies for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), 711 El Cibolo Road, Edinburg, Texas 78542.
2. **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.**
3. **Bidder(s) must provide and maintain through out the contract term proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements for limits).**
4. Bidder(s) may submit a bid for Item 1 only, for Item 2 only, or for both items. 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.
5. 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).
6. 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.
7. 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.
8. **Contract Term:** Term of the contract will commence upon termination of current contract and will continue for a period of one (1) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end on the contract term for unforeseen delay in award of new bid for next contract term.
9. Vendor will provide stock bottles (upon request) when ordered.
10. The bidder(s) will provide delivery of antibiotics ordered within six to eight hours time frame.
11. 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.

12. 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 service. No telephone numbers provided for this purpose shall be serviced through an answering 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.

**ITEM 1:** 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"** 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. **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.**

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 16 % below AWP

2. "Generic Brand" Percentage above or below AWP:

\_\_\_\_\_ % above AWP OR 30 % below AWP

B. Regular business hours are from 9 a.m. to 6 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.

1. 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.

2. 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.
3. 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 5 1/4" wide x 8 1/2" high.

**NOTE: 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.**

- 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:** 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.**

\_\_\_\_\_ 19 %

- 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.**

**EXHIBIT 1: Comparison Sheet.**

**EXHIBIT 2: The following list of non-prescribed/prescribed items and infirmary medical supplies are estimated quantity amounts to be used per month 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 not and should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).**

EXHIBIT NO. 1

COMPARISON SHEET ONLY

ITEM 2: "NON-LEGEND (non-prescription) drugs and infirmary medical supplies".

Items listed will be used to aid in the evaluation of bids received.

DESCRIPTION					
PRODUCT	ESTIMATED MONTHLY QUANTITIES	RETAIL \$	% DISCOUNT	NET \$	NET TOTAL \$
LINDANE SHAMPOO 1%	GAL. BTLs = 15 BOTTLES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$ 106.58 (202 bottles)
LINDAINE LOTION 1%	GAL. BTLs = 15 BOTTLES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$ 106.58 (202 bottles)
INSULIN SYRINGES 28 X 1/2" SINGLE U-100	100 / BOX = 6BOXES	BRAND- 32.50 ea	% 6.18	\$ 26.32	\$ 26.32 each box
		GENERIC- 19.99 ea	% 3.80	16.19	16.19 each box
PHYSICIAN'S DESK REFERENCE	LATEST EDITION	BRAND-	%	\$	\$ NO
		GENERIC-	%	\$	\$ charge
KAOPECTOLIN	1PT/BTL= 10 BOTTLES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
BEN-GAY /MUSCLE RUB	5 OZ /TUBES 30 TUBES	BRAND-	%	\$	\$
		GENERIC- 3.19	% .60	\$ 2.58	\$ 2.58 ea
MAALOX PLUS SUSPENSION	1 GAL/BTL= 10 BOTTLES	BRAND-	%	\$	\$
		GENERIC- 2.49	% .47	\$ 2.02	\$ 2.02 ea
MILK OF MAGNESIA	1GAL/BTL= 15 BOTTLES	BRAND-	%	\$	\$
		GENERIC- 3.99	% .76	\$ 3.23	\$ 3.23 ea
TINACTIN CREAM 1 %	TOLNAFTATE CREAM 40 TUBES	BRAND-	%	\$	\$
		GENERIC- 3.93	% .75	\$ 3.18	\$ 3.18 ea
POLYSPORIN OINTMENT	5 OZ/TUBES 15 TUBES	BRAND-	%	\$	\$
		GENERIC- 5.45	% 1.04	\$ 4.41	\$ 4.41 ea
MAGNESIUM HYD	15 BOTTLES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
IBUPROFEN 200 mg	15 BOTTLES	BRAND-	%	\$	\$
		GENERIC- 6.77	% 1.10	\$ 4.67	\$ 4.67 ea
ACETAMINOPHEN 325 mg	15 BOTTLES	BRAND-	%	\$	\$
		GENERIC- 1.13	% .21	\$ .92	\$ .92 ea
DIPHENHRAMIN	5 BOTTLES	BRAND-	%	\$	\$

25mg		GENERIC- 6.99	% 1.33	\$ 5.66	\$ 5.66 ea
GUAFENESIN 600 mg	7,000 DOSES	BRAND-	%		\$
		GENERIC- 31.38	% 11.24	\$ 26.17	\$ 26.17 / 100
ERYTHROMYCIN 250 mg	500 DOSES	BRAND-	%	\$	\$
		GENERIC- 25.24	% 7.52	\$ 17.65	\$ 17.65 / 100
NS 0.9 IRR SOLN 1000 ml	100/1000 ML 6 BAGS	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
KERLIX	50 ROLLS	BRAND-	%	\$	\$
		GENERIC- 2.15	% .41	\$ 1.74	\$ 1.74 ea
ETOH PREP	10 BOXES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
GAUZE 4X 4	15 PKGS. <sup>sterile</sup> sterile	BRAND- 1.50	% 1.43	\$ 6.07	\$ 6.07 ea
		GENERIC- 10.50	% 2.00	\$ 8.50	\$ 8.50 ea
PHENYTOIN SOD EX 100 MG TABS	3000 TABS	BRAND-	%	\$	\$
		GENERIC- 30.98	% 9.29	\$ 21.69	\$ 21.69 / 100
VALPROIC ACID 250 mg	700 DOSES	BRAND-	%	\$	\$
		GENERIC- 58.15	% 17.45	\$ 40.70	\$ 40.70 / 100
LATEX STRIPS	25 BOXES	BRAND-	%	\$	\$
		GENERIC-	%	\$	\$
FUROSEMIDE 20 mg	150 DOSES	BRAND-	%	\$	\$
		GENERIC- 13.91	% 4.17	\$ 9.74	\$ 9.74 / 100
LITHIUM 300 mg	600 DOSES	BRAND-	%	\$	\$
		GENERIC- 17.17	% 5.15	\$ 12.02	\$ 12.02 / 100
SERTALINE 100 mg	350 DOSES	BRAND- 78.53	% 12.56	\$ 65.97	\$ 65.97 / 30
		GENERIC- N/A	%	\$	\$
TOLNFTATE CREAM 1%	70 TUBES	BRAND-	%	\$	\$
		GENERIC- 3.93	% .75	\$ 3.18	\$ 3.18 ea
TRAZODONE 50 mg	500 DOSES	BRAND-	%	\$	\$
		GENERIC- 14.37	% 4.31	\$ 10.06	\$ 10.06 / 100
AMOXICILLIN 500 mg	2500 DOSES	BRAND-	%	\$	\$
		GENERIC- 32.89	% 9.87	\$ 23.02	\$ 23.02 / 100

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/9/2008
PRODUCER (402) 593-8689 FAX: (402) 593-2040 MERTZ INSURANCE GROUP INC 10665 Bedford Ave Suite 202 Omaha NE 68134		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 MEDICAL PLAZA PHARMACY 301 CONQUEST BLVD EDINBURG TX 78539		
		INSURERS AFFORDING COVERAGE
		INSURER A: Maryland Casualty CO NAIC# 19356
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

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

INSR	ADDL	LTD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAB040952062	7/22/2008	7/22/2009	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 2,000,000 MED EXP (Act one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPAG AGG \$ 4,000,000
			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WE STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  Hidalgo County 100 E Cano Edinburg, TX 78539	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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 Paul Cylle/DEBR <i>Paul A Dylle</i>
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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE  
06-02-2008

**PRODUCER**  
NORTHEAST AGY/PHS ALLSTATE SA NEW  
214608 P: (866)467-8730 F: (800)308-5459  
4401 MIDDLE SETTLEMENT RD  
NEW HARTFORD NY 13413

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

**INSURERS AFFORDING COVERAGE**

**INSURED**  
JOSE OCHOA DBA MEDICAL PLAZA PHARMACY  
301 CONQUEST  
EDINBURG TX 78539

INSURER A: Hartford Underwriters Ins Co  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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

INER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	01 WEC NQ4828	08/11/08	08/11/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS   <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
	OTHER				

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

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**

Hidalgo County  
100 E. Cano St.  
Edinburg, TX 78539

**ADDITIONAL INSURED; INSURER LETTER:**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) 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





# CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

- This certifies that:
- STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
  - STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
  - STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
  - STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
  - STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: <b>Ochoa, Joe DBA The Medicine Shop</b>								
ADDRESS OF NAMED INSURED: <b>1002 S 10<sup>th</sup> Ave Edinburg, TX 78539-5514</b>								
POLICY NUMBER	R45 1796 A31 531							
EFFECTIVE DATE OF POLICY	07-31-1994 Thru		01-31-2009					
DESCRIPTION OF VEHICLE (Including VIN)	1G1GG29V761176664							
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
LIMITS OF LIABILITY								
a. Bodily Injury								
Each Person								
Each Accident								
b. Property Damage								
Each Accident								
c. Bodily Injury & Property Damage								
Single Limit								
Each Accident	1,000,000							
PHYSICAL DAMAGE COVERAGES								
a. Comprehensive	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	\$ 500	Deductible	\$	Deductible	\$	Deductible	\$	Deductible
b. Collision	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	\$ 500	Deductible	\$	Deductible	\$	Deductible	\$	Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO

<p><i>Juan Cazares</i> Signature of Authorized Representative</p> <p>Name and Address of Certificate Holder: HIDALGO COUNTY</p>	<p><i>Juan Cazares</i> Agent's Code Number: 6720</p> <p>Name and Address of Agent: STATE FARM INSURANCE JUAN CAZARES, AGENT 1408 S CLOSER EDINBURG, TX 78539</p>
<p>Date: 10-09-2008</p>	

INTERNAL STATE FARM USE ONLY:  Request permanent Certificate of Insurance for liability coverage.  
 Request Certificate Holder to be added as an Additional Insured.