

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**SERVICE CONTRACT**  
**C-08-447-01-06**

**THIS CONTRACT** is made and entered into this **6<sup>TH</sup>** day of **January, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Mary Ann Peralez, a resident of Hidalgo County, Texas d/b/a Breath Test Services** ("Company").

**WHEREAS**, Company responded to advertised notices for proposals for **"Certified Technical Supervisor For Hidalgo County's Alcohol Test Program"** (the "Services"); and

**WHEREAS**, Company submitted a proposal to provide services in accordance with the specifications as proposal, a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

**WHEREAS**, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal 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 locations within **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely

and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year ("on an as needed basis"), with the County's at its sole option to renew/extend for an additional two (2), one year options based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the services and products will meet the specifications. County also reserves the right to continue this proposal for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

6. As consideration for rendering the Service provided for in this Contract, 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 **Breath Test Services d/b/a  
Mary Ann Peralez  
4309 No. 10<sup>th</sup> Street, Suite F4  
McAllen, Texas 78504**

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

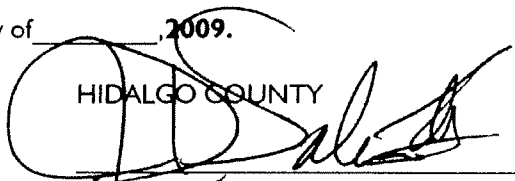
14. This Agreement may be terminated by either party without cause upon thirty (30) days

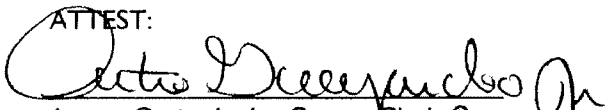
written notice.

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

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

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

HIDALGO COUNTY  
  
\_\_\_\_\_  
Juan D. Salinas, III, County Judge  
Date: 1-13-09

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

Date: 1-13-09

Company: Breath Test Services  
By: Mary Ann Peralez  
Printed Name: Mary Ann Peralez  
Title: Owner / TS

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P.

By:   
\_\_\_\_\_  
Stephen L. Crain

Date: 1-14-09

**EXHIBIT "A"**  
**SPECIFICATIONS**

## **SCOPE OF SERVICES/REQUIREMENTS**

Hidalgo County is soliciting to contract with a qualified certified technical supervisor who is qualified to provide the technical, administrative and supervision expertise in safeguarding the scientific integrity of the breath alcohol testing program and to assure the breath alcohol testing program's acceptability for evidential purposes. The County currently owns and operates Intoxilyzer 5000s located at the following addresses:

1. One (1) Hidalgo County Jail (Edinburg, Texas)
2. One (1) Palmview Police Department (Palmview, Texas)
3. One (1) San Juan Police Department (San Juan, Texas)
4. One (1) Weslaco Police Department (Weslaco, Texas)

The successful candidate for this RFP shall meet the minimum qualifications for certification as a technical supervisor as described in 37 TAC Part 1 Chapter 19 Requirements for Certification of a Technical Supervisor, which includes but is not limited to:

1. A baccalaureate degree in science from an accredited college or university with at least 18 hours of chemistry, with no more than 8 hours of chemistry at the freshman level.
2. Satisfactory completion of a course of instruction as set forth in 37 TAC Part 1, Chapter 19.5(a)(3) related to Operator Certification.
3. Satisfactory completion of technical supervisor training that is approved by the Scientific Director in accordance with 37 TAC Part 1, Chapter 19.6 (b)(3).
4. Knowledge and understanding of the scientific theory and principles as to the operation of the breath alcohol testing instruments and reference sample devices.
5. Successfully pass the Technical Supervisor certification exam.
6. a clean conviction history in accordance with 37 TAC Part 1, Chapter 19.6 (b)(6).

The successful candidate shall:

1. Be competent in Intoxilyzer ethanol and flow calibration.
2. Provide repair parts at no cost to the County where repair is necessitated by routine wear and tear.
3. Provide the services as required and requested by County.
4. Have knowledge of laws and state regulations pertaining to breath alcohol testing and experience in breath alcohol testing.
5. Meet the requirements set forth in the Texas Breath Alcohol Testing Regulations, meet reporting requirements and providing technical supervisory instruction as necessary.

6. Determine if instrument/equipment by serial number is one of the same manufacturer brand or model designation as shown on the State's scientific director's approved list and meets the criteria for the certification as required by the State Of Texas for the use of the breath testing (Intoxilyzer 5000) services.
7. Satisfactory completion of technical supervisor training that is approved by the scientific director, the content of which shall include, but not be limited to:
  - Advanced survey of current information concerning alcohol and its effects on the human body;
  - Operational principles and theories applicable to the program;
  - Instrument operations, maintenance, repair and calibration;
  - Legal aspects of breath alcohol analysis;
  - Principles of instruction;
  - Knowledge and understanding of the scientific theory and principles as to the operation of the instrument and reference sample device;
8. Insurance Certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
9. **Be available to testify and give expert testimony on behalf of District Attorney on an "As Needed Basis" and/or "As Required"**.

6. Determine if instrument/equipment by serial number is one of the same manufacturer brand or model designation as shown on the State's scientific director's approved list and meets the criteria for the certification as required by the State Of Texas for the use of the breath testing (Intoxilyzer 5000) services.
7. Satisfactory completion of technical supervisor training that is approved by the scientific director, the content of which shall include, but not be limited to:
  - Advanced survey of current information concerning alcohol and its effects on the human body;
  - Operational principles and theories applicable to the program;
  - Instrument operations, maintenance, repair and calibration;
  - Legal aspects of breath alcohol analysis;
  - Principles of instruction;
  - Knowledge and understanding of the scientific theory and principles as to the operation of the instrument and reference sample device;
8. Insurance Certificates as per "**Exhibit C**" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
9. **Be available to testify and give expert testimony on behalf of District Attorney on an "As Needed Basis" and/or "As Required"**.

**EXHIBIT "B"**  
**VENDOR'S PROPOSAL**

**Request for Proposal**  
**“CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY’S**  
**ALCOHOL BREATH TEST PROGRAM”**

**RFP NO: 2008-447-11-26-VYG**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: Breath Test Services

Address: 4309 N. 10<sup>th</sup> St. Ste F4  
McAllen, Tx 78504

By: Mary Ann Peralez

Printed Name: Mary Ann Peralez

### Proposal Fee Schedule

1) One (1) Hidalgo County Jail (Edinburg, Texas)	\$ <u>15,000.00</u>
2) One (1) Palmview Police Department (Palmview, Texas)	\$ <u>15,000.00</u>
3) One (1) San Juan Police Department (San Juan, Texas)	\$ <u>15,000 .00</u>
4) One (1) Weslaco Police Department (Weslaco, Texas)	\$ <u>15,000.00</u>

-Note

If all four instruments are awarded to proposer a discount of \$5,000.00 will be applied to the overall amount proposed.

If three instruments are awarded to proposer a discount of \$2,000.00 will be applied to the overall amount proposed.

If two instruments are awarded to proposer no discount will be applied to the overall amount proposed.

If one instrument awarded to proposer no discount will be applied to the overall amount proposed.

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



**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: RICARDO & MARY ANN PERALEZ							
ADDRESS OF NAMED INSURED: 1405 BETTY DR TX 78572-4369							
POLICY NUMBER	1354198-223-53						
EFFECTIVE DATE OF POLICY	11/23/09-11/23/10						
DESCRIPTION OF VEHICLE (including VIN)	2005 TOYOTA 4 RUNNER JTEZU14R850061335						
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	<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	300,000						
Each Person							
Each Accident	300,000						
b. Property Damage	500,000						
Each Accident							
c. Bodily Injury & Property Damage							
Single Limit							
Each Accident							
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	<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	\$ 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	<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	\$ Deductible	\$ Deductible	\$ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input 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	<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 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	<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 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	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Signature of Authorized Representative: *James Newman* AGENT 53-6442 11/19/2009  
 Title: Agent's Code Number: Date

Name and Address of Certificate Holder	Name and Address of Agent
ADDITIONAL INSURED: HIDALGO COUNTY PURCHASING DEPT. 2812 S. BUS HWY EDINBURG, TEXAS 78539	STATE FARM INSURANCE JAMES NEWMAN, AGENT 903 PECAN BLVD. MCALLEN, TEXAS 78501

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

Jan. 9. 2009 3:56PM

No.0819 P. 1

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 1/9/2009
<b>PRODUCER</b> Ward Insurance Group 1801 Precinct Line Rd. Suite B Hurst, TX 76054 (817) 605-0065 Phone# 817-605-0065		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.
<b>INSURED</b> Mary Ann Peralez DBA Breath Test Services 4309 N. 10th St. Suite F4 MCALLEN, TX 78504		
<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: Penn American Insurance Co. INSURER B: Certain Underwriters @ Lloyds 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.

INSUR APPL / LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	32838	01/09/09	01/09/10	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/PROP AGG \$ Excluded				
	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) \$
	DAMAGE 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 <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL NOTICIONS below.				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability	32837	01/09/09	01/09/10	\$1,000,000/\$1,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo is named as Additional Insured on General Liability Policy.

**CERTIFICATE HOLDER**

Hidalgo County  
 Attn: Purchasing Department  
 2812 S Highway Bus. 281  
 Edinburg, TX 78539

**CANCELLATION**

WHEN 1) ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

Jan. 9. 2009 3:57PM

No.0819 P. 2

### IMPORTANT

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

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### DISCLAIMER

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