

REQUIREMENTS AGREEMENT
C-08-321-09-23

THIS AGREEMENT (the "Agreement") is entered into effective as of **September 23, 2008** by and between **Daniel Longoria & Cosme Zepeda, d/b/a South Texas Mobile X-Rays**, ("Seller") and **Judge Mario E. Ramirez Jr. Juvenile Justice Center** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of - **Judge Mario E. Ramirez Jr. Juvenile Justice Center - "Mobile X-Ray Services"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") "**On An As Needed Basis**" for a period commencing **September 23, 2008** to **September 22, 2009** with **Judge Mario E. Ramirez Jr. Juvenile Justice Center's** option to renew for an additional **two (2) 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 "**Mobile X-Ray Services**" in the areas of **Judge Mario E. Ramirez Jr. Juvenile Justice Center** projects "**On An As Needed Basis**" for a period commencing **September 23, 2008** to **September 22, 2009** with the County's option to renew for an additional **two (2)-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.

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: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Seller: **South Texas Mobile X-Rays**
Attn: Daniel Longoria
823 North Quail Hollow
Weslaco, Texas 78596

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

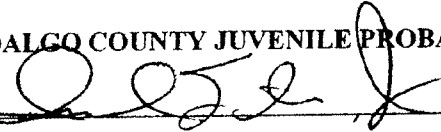
connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding 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.

DEPARTMENT:

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY:  DATE: 10-1-08

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:  DATE: 10-1-08

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

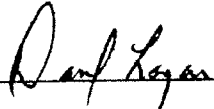
BY:  DATE: 10/3/2008

EXHIBIT "A"

SPECIFICATIONS

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

"MOBILE X-RAY SERVICES"

PROJECT OVERVIEW- SCOPE OF SERVICES- SPECIFICATIONS

Scope of services for **JUDGE MARIO E. RAMIREZ, JR JUVENILE JUSTICE CENTER** in detail on an "As Needed Basis" for juveniles X-Rays render, provide and complete in order to comply with all aspects of "Mobile X-Ray Services" project.

SPECIFICATIONS

1. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County/Judge Mario E. Ramirez Jr. Juvenile Justice Center.
2. Hidalgo County has the option to use state contracts when it is in the County's best interest to do so.
3. Time is of the essence, the participant must be skilled and possess any and all applicable licenses, certificates, permits required under national, state, county, municipal and/or local statutes, codes, regulation, ordinances and/or ruled to be in compliance.
4. Due to security concern associated with a correctional facility, background checks on employees of vendors who enter secure areas of the detention facility may be required. We require service and turn around on a 24-hour basis.
5. A list of a minimum of three (3) current references must be submitted with your bid for information should include, but not limited to the following:
 - A). Company
 - B). Contact Person
 - C). Phone Number
 - D). Worked Preformed
 - E). Contract Term
6. All services will be done on an "**As Needed Basis**".
7. The following are examples of our most common type of X-Ray, X-Ray Development and X-Ray Reading and Report to facility Services needed, but not limited to:

- | | | |
|-----------|------------|--------------|
| 1. Chest | 4. Fingers | 7. Shoulders |
| 2. Hands | 5. Arms | 8. Knees |
| 3. Wrists | 6. Back | 9. Ankles |
| 10. Feet | | |

8. Contract term is for the period of one (1) year with the County's sole discretion to extend for two (2) additional one-year terms under the same rates, terms and conditions.
9. Hidalgo County reserves the right to continue this bid for an additional (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next contract term.
10. The contracted vendor awarded the contract must furnish proof of possessing any/all necessary and applicable licenses, certificates, and permits and as stated in Specification and also provide evidence of the required insurance as outlines in Exhibit "C". When applicable, a properly signed/executed "Certification regarding Debarment, Suspension and other Responsible Matters" outlined herein as "Exhibit D" will also be submitted with the bid, Copies of all applicable licenses, certificates, and permits along with Exhibit C insurance coverage's and Exhibit "D" debarment certification form must be submitted with this packet to the Hidalgo County Purchasing Department prior to the start of the "Mobile X-ray" project.
11. Test results will not be divulged in any form to anyone other than to contract designated authorized representatives. Contracted vendor must report any use or disclosure of the protected results and information of said minor to the required and authorized H.C.J.P.D. personnel.
12. ***BID SUBMITTAL: All forms and bid page must be complete, incomplete forms, bid page may be considered for probable cause for disqualification.***

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, offers or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent at physical address of: 2802 S. Business Hwy. 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile no later than, **Wednesday, August 27, 2008** at **5:00 P.M.** Responses to said inquiries will be sent to all applications Via facsimile by no later than, **Friday, August 29, 2008** at **5:00 P.M.**

EXHIBIT "B"
VENDOR'S BID PRICE

**JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER
MOBILE X-RAY SERVICES
RFB NO: 2008-321-09-03**

ITEM DESCRIPTION	SOUTH TEXAS MOBILE X-RAYS	MOBILE IMAGING X-RAY	CALERA, INC. DBA RIO GRANDE VALLEY MOBILE X-RAYS
X-RAY	\$50.00	\$95.00 (Includes transportation fee. Plus, the first x-ray will be done at this price. If on the same trip to the facility any additional x-rays are ordered Mobile Imaging will honor a discount of 12% per inmate)	\$60.00
X-RAY DEVELOPMENT	-0-	-0-	\$5.00
X-RAY READING AND REPORT TO FACILITY	\$25.00	\$40.00	\$15.00

Mr. Silva,

Please review the above grid with the information. Let me know what you recommend, so that I can place an agenda item for Tuesday's Court date of September 23, 2008. Thank you.

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER

BID OPENING DATE: SEPTEMBER 03, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "MOBILE X-RAY SERVICES"

BID NO: 2008-321-09-03-VYG

BUYER II: VANGIE Y. GARCIA

BID # RFB#	NAME OF COMPANY	X-RAY	X-RAY DEVELOPMENT	X-RAY READING & REPORT TO FACILITY
#1	SOUTH TEXAS MOBILE X-RAYS WESLACO, TEXAS	\$50.00	-0-	\$25.00
#2	MOBILE IMAGING X-RAY	\$95.00 Price is for the first x-ray, if on same trip, additional x-rays are ordered, there is a 12% discount per inmate.	-0-	\$40.00
#3	CALERA, INC. DBA RIO GRANDE VALLEY MOBILE X-RAYS	\$60.00	\$5.00	\$15.00
#4				
#5				
#6				
#7				
#8				
#9				
#10				

JUDGE MARIO E. RAMIREZ, JR. - JUVENILE JUSTICE CENTER
"MOBILE X-RAY SERVICES"
RFB NO: 2008-321-09-03-VYG

BID PAGE

The "Bid Page" includes adherence and compliance to all of the specifications for Judge Mario E. Ramirez, Jr.-Juvenile Justice Center. Judge Mario E. Ramirez, Jr.-Juvenile Justice Center is seeking X-ray and related services on an "**As Needed Basis**" only. X-Ray services will be requested as individual items.

X-RAY: \$ 50.00

X-RAY DEVELOPMENT: \$ 00.00

X-RAY READING AND REPORT TO FACILITY: \$ 25.00

All backup documentation required to comply with the bid as stated herein will be attached to this offer page.

VENDOR / COMPANY NAME: SOUTH TEXAS MOBILE X-RAYS

ADDRESS: 823 NORTH QUAIL HOLLOW

CITY/STATE/ZIP CODE: WESLACO, TEXAS 78570

PHONE NUMBER: (956) 447-9729

FAX NUMBER: (956) 447-9733

AUTHORIZED SIGNATURE: *Daniel Longoria*

PRINTED NAME: DANIEL LONGORIA

TITLE: OWNER

DATE: 08-20-2008

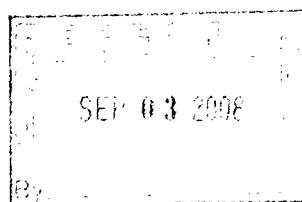


EXHIBIT "C"
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/23/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER JAIME D. GONZALES 1025 N. TEXAS BLVD. STE 21J WESLACO, TX. 78596 956-373-9534	CONTACT NAME: PHONE (A/C No., Ext): FAX (A/C No.): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE INSURER A: Texas County Mutual Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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INSURED
 Daniel Longoria & Cosme Zepeda
 D.B.A. South Texas Mobile X-Rays
 415 S. Int'l Blvd. Ste. 7
 Weslaco, Tx. 78596

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL ISSUR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		604073610	11/29/2009	11/29/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		604073619	11/29/2009	11/29/2010	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 1,000		604073619	11/29/2009	11/29/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes describe under SPECIAL PROVISIONS below	N/A	604073619	11/29/2009	11/29/2010	WC STATUTORY LIMITS EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
			804073819	11/29/2009	11/29/2010	Portable xray machine (10,000)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The certificate holder is named as additional insured on the General Liability Policy

CERTIFICATE HOLDER HIDLAGO CO. JUVENILE DETENTION CENTER 100 E. CANO EDINBURG TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
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