

AI-29842

2. A.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2011 - County Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 1-1100-415-40-180-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/23/2011.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/23/2011 11:26 AM
Veronica Ortiz	Angela Garcia	11/23/2011 11:45 AM
Ana Galvan	Ana Galvan	11/23/2011 11:53 AM
Auditor's Office	Arcilia Duran	11/23/2011 12:02 PM
Form Started By: Rene Perez		Started On: 11/23/2011 10:58 AM
	Final Approval Date: 11/23/2011	



ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK

DATE: 11/23/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 1-1100-415-40-180-001-0

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code,
Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with
Local Government Code, Chapter 111, Subchapter C.

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
743	OFFICE FURNITURE & EQUIPMENT	748	OTHER EQUIPMENT	\$9,000.00
664	OTHER MINOR EQUIPMENT	661	MINOR OFFICE FURNITURE & EQUIPMENT	\$1,000.00
			TOTAL	\$10,000.00

REASON: To pay for upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

AI-29767

2. B.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Nielda Cavazos, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2011 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-415-18-160-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 11-23-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/17/2011 04:20 PM
Veronica Ortiz	Veronica Ortiz	11/23/2011 11:16 AM
Auditor's Office	Arcilia Duran	11/23/2011 11:19 AM
Form Started By: Nielda Cavazos		Started On: 11/17/2011 03:38 PM
	Final Approval Date: 11/23/2011	

DATE: 11/172011

DEPARTMENT HEAD: Martha L. Salazar, CPPB

DEPARTMENT NAME: Purchasing

ACCOUNT NUMBER: 1-1100-415-18-160-001-0

SUBJECT: Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
550	printing and binding	780	capital leases	\$400.00
442	equipment & vehicle rental	780	capital leases	\$500.00
TOTAL				\$900.00

REASON: to pay invoices

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-29826

2. C.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Norma G. Garcia

Submitted By: Jose Munoz, TREASURER'S
OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

2011 - Treasurer's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 1-1100-415-16-150-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/22/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/22/2011 02:06 PM
Ana Galvan	Ana Galvan	11/22/2011 04:20 PM
Auditor's Office	Arcilia Duran	11/23/2011 11:33 AM
Form Started By: Jose Munoz		Started On: 11/22/2011 01:47 PM
	Final Approval Date: 11/23/2011	

INTRADEPARTMENTAL TRANSFER

DATE: November 22, 2011
 DEPARTMENT HEAD: NORMA G. GARCIA
 DEPARTMENT NAME: TREASURER DEPT.
 ACCOUNT NUMBER: 1-1100-415-16-150-001-0-XXX
 CONTACT PERSON: JOSE MUNOZ
SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Chapter 111, Subchapter C.

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
601	Office and Computer Supplies	640	Reference Materials
			TOTAL

REASON: To appropriate funds to cover costs incurred for reference materials.

 DEPARTMENT HEAD SIGNATURE

 CC DAT

 APPROVED COMMISSIONERS' COURT

 ATTEST COUNT

INTRADEPARTMENTAL TRANSFER

ment Code,

AMOUNT
52.50
52.50

E

Y CLERK

AI-29801

2. D.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Yvonne Ramon

Submitted By: Veronica Lopez, ELECTIONS
DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2011 - Elections Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-414-00-130-001-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 11/22/11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/21/2011 01:27 PM
JC Carreon	JC Carreon	11/21/2011 03:42 PM
Auditor's Office	Angela Garcia	11/22/2011 11:47 AM
JC Carreon	JC Carreon	11/22/2011 12:01 PM
Form Started By: Veronica Lopez		Started On: 11/21/2011 10:42 AM
Final Approval Date: 11/22/2011		

AI-29818

2. E.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: ALMA YBARRA

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - Fac. Mgmt. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 1-1100-419-40-220-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/22/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/22/2011 11:47 AM
Ana Galvan	Ana Galvan	11/22/2011 04:45 PM
Auditor's Office	Arcilia Duran	11/23/2011 11:30 AM
Form Started By: Angela Garcia		Started On: 11/22/2011 11:35 AM
	Final Approval Date: 11/23/2011	

INTRADEPARTMENTAL TRANSFER

DATE: November 22, 2011

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: FACILITIES MANAGEMENT

ACCOUNT NUMBER: 1-1100-419-40-220-001-0-XXX

CONTACT PERSON: ALMA YBARRA

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code Chapter 111, Subchapter C.

FROM		TO	
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME
442	EQUIP & VEHICLE RENTALS	343	LAUNDRY & DRY CLEANING
431	BLDG & OTHER STRUC R&M SRVS	619	OTHER MISC. SUPPLIES
609	AGRI. & LANDSCAPING SUPPLIES	672	EQ & VEH R&M SUPPLIES
432	EQUIP & VEHICLE R&M SRVS	679	OTHER R&M SUPPLIES
431	BLDG & OTHER STRUC R&M SRVS	343	LAUNDRY & DRY CLEANING
			TOTAL

REASON: TRANSFER IS NEEDED TO PAY END OF YEAR EXPENDITURES.

DEPARTMENT HEAD SIGNATURE

CC

APPROVED COMMISSIONERS' COURT

ATTEST CC

INTRADEPARTMENTAL TRANSFER

AMOUNT
500.00
400.00
1,000.00
700.00
300.00
2,900.00

DATE

COUNTY CLERK

AI-29793

2. F.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH &
HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1293-441-00-340-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/21/2011 08:36 AM
Veronica Ortiz	Veronica Ortiz	11/23/2011 11:06 AM
Auditor's Office	Arcilia Duran	11/23/2011 11:18 AM
Form Started By: Mike Escaname		Started On: 11/21/2011 08:28 AM
	Final Approval Date: 11/23/2011	

Date: November 21, 2011
 Department Head: Eduardo Olivarez, Chief Administrative Officer
 Department Name: Hidalgo County Health & Human Services Department
 Account Number: 1-1293-441-00-340-005-0-
 Budget Line Item Transfer(s) _____

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
1-1293-441-00-340-005-0-748	H.D. ADM-OTHER EQUIPME	1-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SERVIC	\$1,662.00
1-1293-441-00-340-005-0-747	H.D. ADM-SOFTWARE	1-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SERVIC	\$6,000.00
1-1293-441-00-340-005-0-743	H.D. ADM-OFFICE FURN & E	1-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SERVIC	\$ 2,516.20
1-1293-441-00-340-005-0-336	H.D. ADM-COMPUTER SERV	1-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SERVIC	\$ 396.00
1-1293-441-00-340-005-0-532	H.D. ADM-WIRELESS DEVIC	1-1293-441-00-340-005-0-339	H.D. ADM-OTHER PROF SERVIC	\$ 2,000.00
Amount				\$ 12,574.20

Revenue Account
 Amount Requested: \$ 12,574.20

Reason: Funds needed to meet anticipated expenditure.

 DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-29770

2. G.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Maria Del Rosario Gonzalez,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 1-1284-421-00-280-037-2-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/22/2011.

Attachments

LIT- OCDETF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/18/2011 07:59 AM
Ana Galvan	Ana Galvan	11/22/2011 11:45 AM
Auditor's Office	Arcilia Duran	11/23/2011 11:15 AM
Form Started By: Maria Del Rosario Gonzalez		Started On: 11/17/2011 04:38 PM
	Final Approval Date: 11/23/2011	

AI-29827

2. H.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2011 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-421-00-280-001-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: Yes

BUDGETARY IMPACT:

Available account balance as of 11-22-11

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/22/2011 02:20 PM
Budget & Management	Merlen P. Munoz	11/22/2011 03:25 PM
JC Carreon	JC Carreon	11/22/2011 04:35 PM
Auditor's Office	Arcilia Duran	11/23/2011 11:34 AM
Form Started By: Myra Montoya		Started On: 11/22/2011 02:08 PM
	Final Approval Date: 11/23/2011	

DATE: 11/22/2011
 DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO
 DEPARTMENT NAME: SHERIFF'S OFFICE
 ACCOUNT NUMBER: 1-1100-421-00-280-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
1-1100-421-00-280-001-0	745- COMPUTER EQUIPMENT	→	1-1100-421-00-280-001-0	664- OTHER MINOR EQUIPMENT	\$17,475.00
1-1100-421-00-280-001-0-	342- INFORMATION & CREDIT SERVICES	→	1-1100-421-00-280-001-0-	582- TRANSPORTATION OF DETAINEES	\$2,100.00
1-1100-421-00-280-001-0-	550- PRINTING & BINDING	→	1-1100-421-00-280-001-0	582- TRANSPORTATION OF DETAINEES	\$2,526.80
1-1100-421-00-280-001-0-	603- EDUCATIONAL & INSTRUCTIONAL SUPPLIES	→	1-1100-421-00-280-001-0	582- TRANSPORTATION OF DETAINEES	\$6,000.00
1-1100-421-00-280-001-0-	611- POLICE SUPPLIES	→	1-1100-421-00-280-001-0	582- TRANSPORTATION OF DETAINEES	\$827.23
		→			
		→			
TOTAL					\$28,929.03

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR THE REMAINDER OF FISCAL YEAR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-29777

2. I.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Noe Gonzalez, Judge Presiding

Submitted By: Esther Contreras, 370TH DISTRICT COURT

Department: 370TH DISTRICT COURT

Information

CAPTION

2011 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-412-00-007-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 11-23-11

Attachments

Line Item Transfer=2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/18/2011 11:21 AM
Veronica Ortiz	Veronica Ortiz	11/23/2011 11:17 AM
Auditor's Office	Arcilia Duran	11/23/2011 11:20 AM
Form Started By: Esther Contreras		Started On: 11/18/2011 11:04 AM
	Final Approval Date: 11/23/2011	

AI-29825

2. J.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Judge Israel Ramon,430th D.C.

Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2011 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-412-00-010-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 11-22-11

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/22/2011 01:59 PM
JC Carreon	JC Carreon	11/22/2011 02:11 PM
Auditor's Office	Arcilia Duran	11/23/2011 11:32 AM
Form Started By: Ana Galvan		Started On: 11/22/2011 01:31 PM
	Final Approval Date: 11/23/2011	

BUDGET INTRADEPARTMENTAL TRANSFER

DATE: November 22,2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Management for 430th District Court

ACCOUNT NUMBER: 1-1100-412-00-010-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
890	Other	583	Out of County Travel	40.00
890	Other	529	Surety & Notary Bonds	5.95
			TOTAL	45.95

REASON: Tranfer is needed to pay end of year expenditures.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29819

2. K.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Anthony Webber, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 Park (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-452-00-121-013-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 11-23-11

Attachments

2011 PCT # 1 PARK (1100)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/22/2011 11:48 AM
Veronica Ortiz	Veronica Ortiz	11/23/2011 11:20 AM
Auditor's Office	Arcilia Duran	11/23/2011 11:31 AM
Form Started By: Anthony Webber		Started On: 11/22/2011 11:36 AM
	Final Approval Date: 11/23/2011	

AI-29809

2. L.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Melissa Robledo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2011 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-432-00-121-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 11-23-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/22/2011 10:16 AM
Veronica Ortiz	Veronica Ortiz	11/23/2011 11:18 AM
Auditor's Office	Arcilia Duran	11/23/2011 11:24 AM
Form Started By: Melissa Robledo		Started On: 11/22/2011 09:51 AM
	Final Approval Date: 11/23/2011	

AI-29815

2. M.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Yoli Cisneros

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2011 - Pct. #2 Road Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-122-006-0-XXX

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 11/22/2011

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/22/2011 11:46 AM
JC Carreon	JC Carreon	11/22/2011 01:32 PM
Auditor's Office	Arcilia Duran	11/23/2011 11:28 AM
Form Started By: Yolanda Cisneros		Started On: 11/22/2011 11:21 AM
	Final Approval Date: 11/23/2011	

DATE: November 18, 2011

2011
Transfer



DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road Maintenance Department

ACCOUNT NUMBER: 1-1200-431-00-122-006-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II Ph#: (956) 787-1891 Ext. 2002

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
346	HAULING & FREIGHT SERVICES	626	GASOLINE / DIESEL	\$10,000.00
673	R&B R&M SUPPLIES	626	GASOLINE / DIESEL	\$5,000.00
731	ROADS	748	OTHER EQUIPMENT	\$30,000.00
732	BRIDGES	626	GASOLINE / DIESEL	\$8,000.00
TOTAL				\$53,000.00

REASON: Transfer needed for expected expenditures with in the department.

DEPARTMENT HEAD SIGNATURE

11/18/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29813

2. N.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Yoli Cisneros

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2011 - Pct. #2 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-452-00-122-008-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available in the amount of \$13,101.37 as of 11/22/2011

From 609 ----> 748 \$9,000.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/22/2011 11:45 AM
Veronica Ortiz	Veronica Ortiz	11/23/2011 11:18 AM
Auditor's Office	Arcilia Duran	11/23/2011 11:27 AM
Form Started By: Yolanda Cisneros		Started On: 11/22/2011 11:16 AM
	Final Approval Date: 11/23/2011	

DATE: November 18, 2011

2011

Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios



DEPARTMENT NAME: Hidalgo County Precinct No. 2
Parks Department

ACCOUNT NUMBER: 1-1100-452-00-122-008-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II **Ph#:** (956) 787-1891 Ext. 2002

SUBJECT: Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
609	AGRI & LANDSCAPING SUPPLIES	748	OTHER EQUIPEMNT	\$9,000.00
TOTAL				\$9,000.00

REASON:
Transfer needed for funding of a NEW MOWING DIESEL TRACTOR at the Parks.

DEPARTMENT HEAD SIGNATURE

11/18/2011
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29811

2. O.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-432-00-123-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 11-22-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/22/2011 11:44 AM
JC Carreon	JC Carreon	11/22/2011 01:30 PM
Auditor's Office	Arcilia Duran	11/23/2011 11:25 AM
Form Started By: Norma Ceballos		Started On: 11/22/2011 11:11 AM
	Final Approval Date: 11/23/2011	

INTRA-DEPARTMENTAL TRANSFER

DATE: November 22, 2011

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

ACCOUNT NUMBER: 1-1100-432-00-123-001-0

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
421	Pct #3 Sanitation - Disposal	672	Pct #3 Sanitation- Equip & Veh R&M Supplies	\$ 5,000.00
TOTAL				\$ 5,000.00

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-29812

2. P.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2011 - Pct. #3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 1-1100-452-00-123-008-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/22/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/22/2011 11:45 AM
Ana Galvan	Ana Galvan	11/22/2011 03:26 PM
Auditor's Office	Arcilia Duran	11/23/2011 11:26 AM
Form Started By: Norma Ceballos		Started On: 11/22/2011 11:16 AM
	Final Approval Date: 11/23/2011	

INTRADEPARTMENTAL TRANSFER

DATE: November 22, 2011

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 1-1100-452-00-123-008-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
671	Bldg & Other Structures R&M Supplies	609	Agri & Landscaping Supplies	\$ 400.00
TOTAL				\$ 400.00

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-29769

2. Q.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-452-00-124-009-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 11-17-11

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/17/2011 04:21 PM
JC Carreon	JC Carreon	11/17/2011 04:58 PM
Auditor's Office	Arcilia Duran	11/18/2011 11:46 AM
Form Started By: Jr. Munoz		Started On: 11/17/2011 03:55 PM
	Final Approval Date: 11/18/2011	

DATE: 11/28/11 AI# _____

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Parks

ACCOUNT NUMBER: 1-1100-452-00-124-009-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. Ph# : 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
890	Other	748	Other Equipment	15,000.00
TOTAL				15,000.00

REASON:

To cover the purchase of brush grapple.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-29805

2. R.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2011 - Pct. #4 Rd. Maint (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 1-1200-431-00-124-007-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/22/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/21/2011 04:12 PM
Ana Galvan	Ana Galvan	11/22/2011 01:50 PM
Auditor's Office	Arcilia Duran	11/23/2011 11:21 AM
Form Started By: Jr. Munoz		Started On: 11/21/2011 03:40 PM
	Final Approval Date: 11/23/2011	

DATE: November 28, 2011 AI# _____

DEPARTMENT HEAD: Joseph Palacios, Commissioner

DEPARTMENT NAME: Hidalgo County Pct. #4 - Rd Maint

ACCOUNT NUMBER: 1-1200-431-00-124-007-0-XXX

SUBJECT: Intradepartmental Transfer/s

Contact Person: Rumaldo Munoz Jr. Ph# : 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following intradepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
890	Other	665	Minor Computer Equipment	1,000.00
TOTAL				\$ 1,000.00

REASON: To cover the purchase of ipads.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-29807

2. S.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Rachel Cavazos, CONSTABLE
PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2011 - Constable Pct. 3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: 1-1100-421-00-293-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/22/2011.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/22/2011 07:59 AM
Ana Galvan	Ana Galvan	11/22/2011 03:24 PM
Auditor's Office	Arcilia Duran	11/23/2011 11:23 AM
Form Started By: Rachel Cavazos		Started On: 11/21/2011 05:00 PM
	Final Approval Date: 11/23/2011	

AI-29836

3. A.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Pct. 1

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 CO's 2010 A & B (1342):

Approval of 2011 interdepartmental transfer from Pct. 1 Roads, program #041, to Mile 17N (FM 88-FM 1015), program #085 in the amount of \$185,000.00 to fund road material expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1342-431-00-121-0XX-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

program #041 --> program #085 \$185,000.00

funds available as of 11-23-11.

Attachments

Pct. 1 Mile 17N CO's 2010 transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	11/23/2011 09:23 AM
Budget & Management	Merlen P. Munoz	11/23/2011 09:38 AM
Erika Zamora	Erika Zamora	11/23/2011 10:16 AM
Auditor's Office	Arcilia Duran	11/23/2011 12:04 PM
Form Started By: Ivan Cantu		Started On: 11/23/2011 08:03 AM
	Final Approval Date: 11/23/2011	

DATE: November 22, 2011

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2011

Interdepartmental Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 CO's
2010 A & B

ACCOUNT NUMBER: 1-1342-431-00-121-0XX-0-73X

CONTACT PERSON: Ivan Cantu, Budget Analyst III PHONE: (956) 292-7025 ext. 5425

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government
Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
1-1342-431-00-121-041-0- 731	CO2010 A & B-Pct. 1 Roads-	Roads	(185,000.00)
TO:			
1-1342-431-00-121-085-0- 731	CO2010 A & B-Pct. 1 Mile17N (FM 88-FM 1015)-	Roads	185,000.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund road material expenditures for the Mile 17N (FM 88-FM 1015) project for Pct. 1.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-29841

3. B.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Dina Treviño

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Child Welfare Defense (1100):

Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency into Child Welfare Defense in the amount of \$150,000.00 to fund legal services expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-41X-X0-115-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/23/11.

Attachments

Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/23/2011 11:25 AM
Auditor's Office	Angela Garcia	11/23/2011 01:38 PM
Form Started By: Erika Zamora		Started On: 11/23/2011 10:26 AM
Final Approval Date: 11/23/2011		

DATE: November 29, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Child Welfare Defense

ACCOUNT NUMBER: 1-1100-41X-X0-115-0XX-0-XXX

CONTACT PERSON: Erika Zamora PHONE: (956) 292-7025 Ext. 5416

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
1-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	(150,000.00)
TO		
1-1100-412-30-115-083-0- 333	CHILD WELFARE DEFENSE LEGAL SERVICES	150,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To reimburse funds borrowed on CC 11/22/11 AI-29773.

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-29840

3. C.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Dina Treviño

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Public Defense (1100):

Approval of 2011 interdepartmental transfer from Co. Wide Adm.-Contingency to Public Defense in the amount of \$200,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-41X-X0-115-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/23/11.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/23/2011 11:25 AM
Sylvia Solis	Sylvia Solis	11/23/2011 01:25 PM
Auditor's Office	Arcilia Duran	11/23/2011 01:30 PM
Form Started By: Erika Zamora		Started On: 11/23/2011 10:19 AM
Final Approval Date: 11/23/2011		

DATE: November 29, 2011

DEPARTMENT HEAD: Sergio Cruz

2011
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Public Defense

ACCOUNT NUMBER: 1-1100-41X-X0-115-0XX-0-XXX

CONTACT PERSON: Erika Zamora PHONE: (956) 292-7025 Ext. 5416

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
1-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	(200,000.00)
TO		
1-1100-412-30-115-016-0- 333	PUBLIC DEFENSE LEGAL SERVICES	200,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To reimburse funds borrowed from Public Defense on CC 11/22/11 AI-29773.

SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-29816

4. A.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)
2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

BACKGROUND

Attachments

Pct 1 Water Service Availability 11-29-11

Pct 2 & 4 Cert Plat & Utility Status 11-29-11

Pct 3 Cert Plat & Utility Status 11-29-11

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/22/2011 11:46 AM
Roland Garcia	Rolando Garcia	11/23/2011 10:52 AM
Auditor's Office	Arcilia Duran	11/23/2011 12:22 PM
Form Started By: Irma Castillo		Started On: 11/22/2011 11:28 AM
	Final Approval Date: 11/23/2011	

PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY		
	APPLICANT	APPLICATION NO.
1.	EMMA B. SANCHEZ	33856-A05
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT:NOVEMBER 29, 2011	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 33856-A05

HIDALGO COUNTY CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: EMMA B. Sanchez

Address: P.O. BOX 908
ELSA, TX. 78542

Phone: 956-351-3210

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
	<u>[Signature]</u>	<u>[Signature]</u>
Inspection/Permit No:		
Date Approved:	<u>1 1</u>	<u>11 17 2011</u>

Water Supplier: N.A.W.S.

Utility Provider: [] M.V.E.C. [X] AEP

Account/ESI No.: 10032789452420658
[] Temporary Pole [X] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

Tex - Mex Railway tract #2 of lot
#30

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f),
on _____, 20____, the Hidalgo County Commissioners Court approved the
issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available
within 750 feet of the land.

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the
subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the
water service provider.

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office 1304 South 25 th Street Edinburg, Texas 78542 956-318-2840 956-318-2844	Precinct No.1 Substation 1902 Joe Stephens Ave. Weslaco, TX 78596 956-968-4734 956-973-7850	Precinct No.3 Substation 2401 N. Moorefield Rd. Mission, TX 78572 956-205-7045 956-205-7049
--	---	---

Precinct 12 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 33856-A05

**AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)**

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Emma Sanchez

Known to me [or proved to me in the oath of _____ or through _____ (description of federal or state government ID card with photograph and signature)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

Tex-Mex Railway tract #2 of lot #30."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

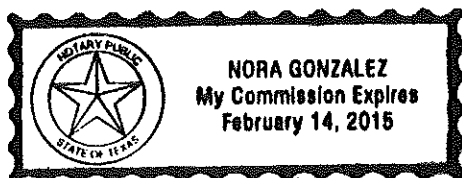
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

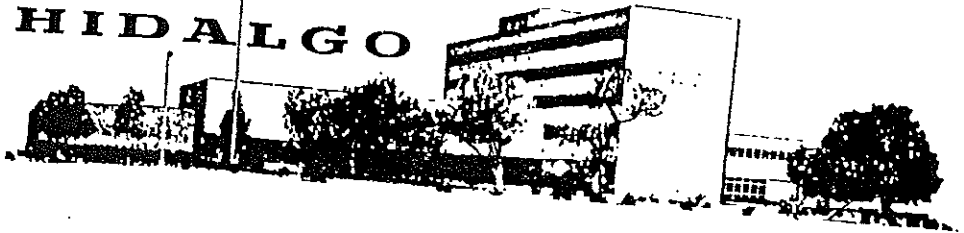
Emma B Sanchez (Signature)

SUBSCRIBED AND SWORN TO before me on Nov. 16th, 2011, to certify which, witnesses my hand and seal of office.



Chou SQ
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

HIDALGO COUNTY HEALTH DEPT.
1304 SOUTH 25TH
EDINBURG, TEXAS 78539
PHONE 210-383-6221



HIDALGO COUNTY
HEALTH DEPARTMENT
Environmental Health Division

No 6291

LIGHT

Date: 7-2-97

CERTIFICATE OF COMPLIANCE

EXEMPTION CERTIFICATE

NAME: OF APPLICANT: Emma Sanchez

NEW ELECTRICAL SERVICE

NEW WATER METER

TEMPORARY SERVICE POLE

RE-CONNECT WATER METER

RE-CONNECT ELECTRICAL SERVICE

OTHER

PERMIT # 17319 SUBD. NAME J.C. Engleman
LOT # 30 BLOCK NUMBER SECTION

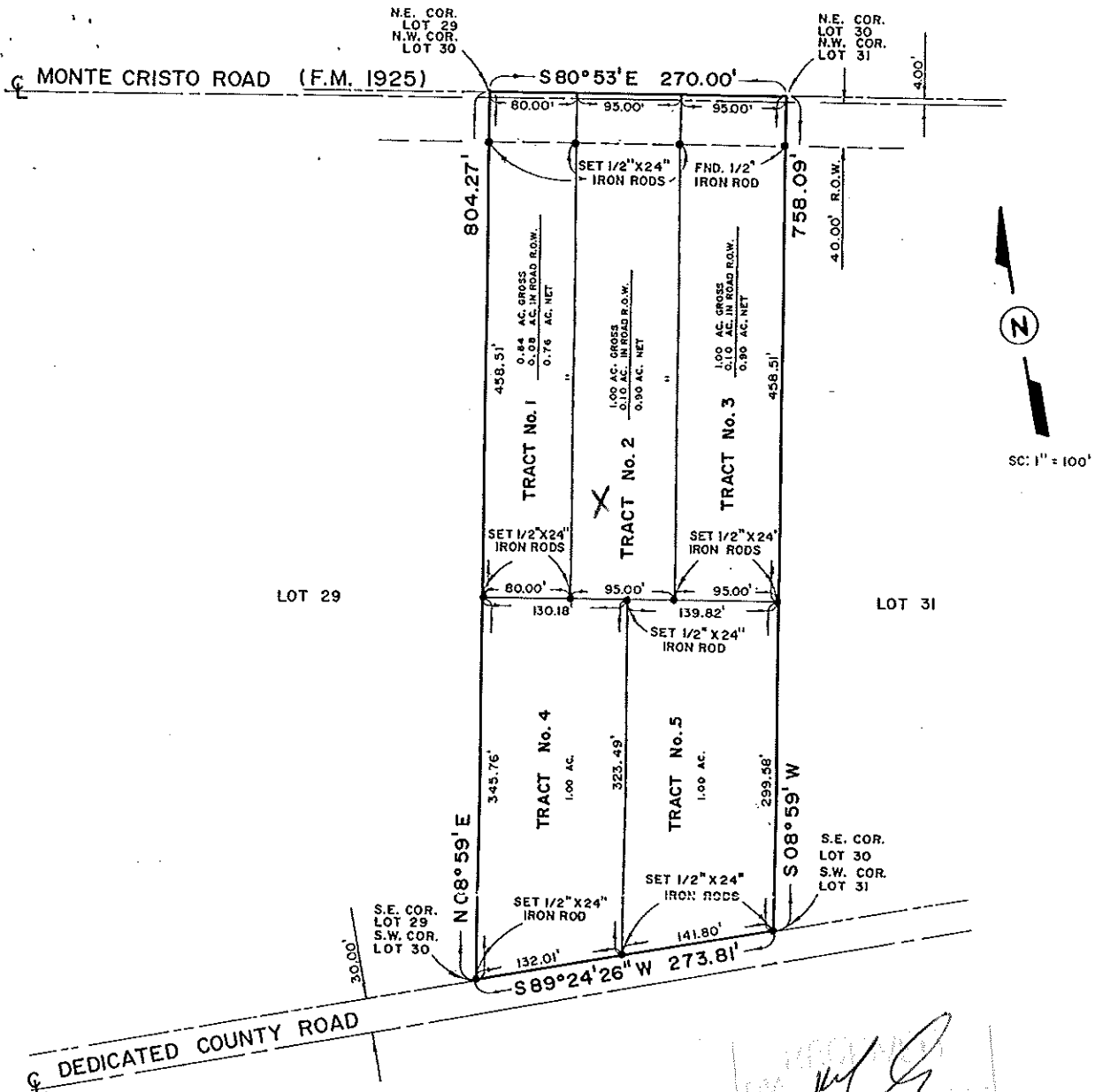
LOCATED ON: Teleponia Rd # 1975

CERTIFICATE OF COMPLIANCE FOR WATER AND ELECTRICAL HOOK-UPS, IS HEREBY GRANTED.

[Signature]
ALIO TIJERINA, CHIEF INSPECTOR

go on-site nich

NOTE: ISSUANCE OF THIS CERTIFICATE DOES NOT ENTITLE YOU TO UTILITY SERVICE. SERVICE SHALL BE SUBJECT TO THE RULES AND REGULATIONS OF THE UTILITY COMPANY.



BEARINGS SHOWN ON THIS SURVEY ARE IN ACCORDANCE WITH THE J. C. ENGELMAN SUBDIVISION RECORDED IN VOLUME 5, PAGE 38, MAP RECORDS, HIDALGO COUNTY, TEXAS.

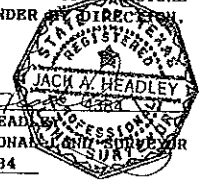
FLOOD ZONE DESIGNATION: ZONE "C".
 AREAS OF MINIMAL FLOODING.
 C.P.N. 480334 0350 B
 EFFECTIVE DATE: JANUARY 02, 1981.

PLAT SHOWING

FIVE TRACTS OF LAND OUT OF LOT 30, OF THE J. C. ENGELMAN SUBDIVISION OF SECTIONS 262 AND 263, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 38, MAP RECORDS, HIDALGO COUNTY, TEXAS.

I, JACK A. HEADLEY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Jack A. Headley
 JACK A. HEADLEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 4384



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 124 P. STUBBS ST., EDINBURG, TEXAS 78539 PH. (210) 381-6480

VOL. 5 PAGE 38
 SURVEYED AUGUST 12, 1994.
 ADDRESS _____
 OWNER _____
 JOB NO. _____
 BOOK NO. _____ PAGE _____

DEED OF GIFT

DOC# 406667

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

THAT GRANTOR, Guadalupe Sanchez whose mailing address is P. O. Box 908, Elsa, Texas, 78543

for and in consideration of the love and affection between Grantor and the Grantee named herein, has Granted, Given and Conveyed, and by these does Grant, Give and Convey unto my beloved daughter, Emma Sanchez.

whose mailing address is P. O. Box 908, Elsa, Texas 78543

the following described real property in Hidalgo County, Texas:

all that certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto, Grantee, Grantee's heirs and assigns forever; and Grantor does hereby bind Grantor, and Grantor's heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED THIS 31st DAY OF August, A. D. 1994.


Guadalupe Sanchez

AFTER RECORDING,
PLEASE RETURN:
Emma Sanchez
P. O. Box 908
Elsa, Texas 78543

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BOOK 4006 RECORD
88-82-1994 10:15:07
WILLIAM (BILLY) LEO
HIDALGO COUNTY

This instrument was acknowledged before me on the 31st day of August 1994 by Guadalupe Sanchez.



Susan J. Headley
Notary Public, State of Texas

EXHIBIT "A"
METES AND BOUNDS
(TRACT NO. 2)

A 1.00 ACRE TRACT OF LAND OUT OF LOT 30, OF THE J. C. ENGELMAN SUBDIVISION OF SECTIONS 262 AND 263, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 38, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 30, WITHIN THE R.O.W. OF MONTE CRISTO ROAD (F.M. 1925) FOR THE NORTHWEST CORNER OF THIS TRACT, SAID POINT BEARS S 80°53'E, 80.00 FEET FROM THE NORTHWEST CORNER OF LOT 30,

THENCE; S 80°53'E, ALONG THE NORTH LINE OF LOT 30, WITHIN THE R.O.W. OF MONTE CRISTO ROAD, A DISTANCE OF 95.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°59'W, PASSING AT 4.00 FEET THE CENTERLINE OF MONTE CRISTO ROAD, PASSING A 1/2" IRON ROD 24" IN LENGTH SET AT 44.00 FEET FOR THE SOUTH R.O.W. LINE OF MONTE CRISTO ROAD, A TOTAL DISTANCE OF 458.51 FEET TO A 1/2" IRON ROD 24" IN LENGTH SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°53'W, A DISTANCE OF 95.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°59'E, PASSING A 1/2" IRON ROD 24" IN LENGTH SET AT 414.51 FEET FOR THE SOUTH R.O.W. LINE OF MONTE CRISTO ROAD, PASSING AT 454.51 FEET THE CENTERLINE OF MONTE CRISTO ROAD, A TOTAL DISTANCE OF 458.51 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.00 ACRE OF LAND MORE OR LESS.

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT. NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.

Permit No. 33856-A05

Date 6-30 19 97

Location 1925 & Filegonia Rd.

Lot No. 30 Blk. No. _____ Sub. _____

J.C. Engleman

Owner Emma Sanchez

Contractor SELF

BUILDING PERMIT

Issued By Planning Department
Hidalgo County

Note: This Must be Posted on Building
Not to be Removed Until Building is Completed.

S.A.

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Cesar Cardenas	4-10818
2.	Eliud Becerra	4-10392
3.	Nohemi Y. Sepulveda	4-10686
	COMM. COURT: November 29, 2011	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 4-10818

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

X-01

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: CESAR CARDENAS

Address: 3101 TRAPLBAZER
Lot #75
Edinburg TX 78542
Phone: 956-358-3643

Approved by Environmental Health:	Temporary Service	Final Service
	<u>N/A</u>	<u>Chardo Rame</u>
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 1</u>	<u>Sowen</u>
		<u>11/14/11</u>

Water Supplier: N/A

Utility Provider: M.V.E.C. AEP

Account/ESI No.: 161309-019
 Temporary Pole Permanent Service

regarding the land described as:

LA PUERTA sub Lot-75

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232.028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 8-10-11);
(verified by Juan Castillo);

(verified by Chardo Rame);

(verified by Chardo Rame);
(verified by Juan Castillo);

Juan V. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 4-10818

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: CESAR CARDENAS

Address: 3101 TRAILBLAZER
Edinburg TX 78542

Phone: 956-358-3643

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

LA Puerta sub Lot-75

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

[Signature]
Requesting Party (Signature)

11/14/11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) plat

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

11-10-11
Date

[Signature]
County Official

CHARGE: VLTC
GF# 108736

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**SPECIAL
WARRANTY DEED WITH VENDOR'S LIEN**

Date: October 9, 2007

Grantor: LENA DEVELOPMENT, a General Partnership, comprised of BROADWAY HARDWARE, INC., a Texas Corporation and ELCO PARTNERSHIP, LTD., a Texas Limited Partnership

Grantor's Mailing Address (including county): 413 Nightingale
McAllen, Hidalgo County, Texas 78504

Grantee: ARQCARPA DESIGN MANAGEMENT & CONSTRUCTION, LLC, a Texas Limited Liability Company

Grantee's Mailing Address (including county): 929 E. Esperanza, Suite 11
McAllen, Hidalgo County, Texas 78501

Consideration: TEN AND NO/100 (\$10.00) DOLLARS and a note of even date executed by Grantee and payable to the order of BANK OF SOUTH TEXAS in the principal amount of TWO HUNDRED SIXTY-EIGHT THOUSAND AND NO/100THS (\$268,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to DARRYL K. LEMKE, Trustee.

Property (including any improvements):

All of Lots 68, 69, 70, 71, 72, 75, 76, 98 and 124, LA PUERTA SUBDIVISION PHASE I, Hidalgo County, Texas, according to the map recorded in Volume 51, Page 62, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty: To the extent they validly exist:

1. Restrictive covenants set forth in Instrument dated August 25, 2006, filed August 25, 2006, under Document Number 1656038, Official Records and Volume 51, Page 62, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
2. Annual maintenance charge and/or current assessments as set forth in Instrument dated August 25, 2006, filed August 25, 2006 under Document Number 1656038, Official Records, Hidalgo County, Texas. However, said lien is subordinated to any Mortgage Vendor's Lien or Deed of Trust filed for record prior to the date payment of such assessments and/or maintenance charges become due.
3. Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1 and easements and restrictions as shown on the map of the above described subdivision.
4. Minimum floor elevations, setback lines, easements and restrictions as shown on the map of La Puerta Subdivision Phase I, recorded in Volume 51, Page 62, Map Records of Hidalgo County, Texas.
5. Easement for pipelines and irrigation purposes as shown by instrument dated November 15, 1945, recorded in Volume 567, Page 245, Deed Records of Hidalgo County, Texas. (Covers Lots 70, 71, 72, 75 and 76)
6. Easement and right of way in favor of Maple Valley Electric Cooperative, Inc., a Texas Corporation as shown by instrument dated July 15, 1982, recorded in Volume 1792, Page 240, Deed Records of Hidalgo County, Texas. (Covers Lots 75, 76, 97, 98 and 124)
7. All oil, gas and other minerals have been heretofore reserved by prior grantors and/or predecessors in title as set forth in Deed dated July 3, 1984, recorded in Volume 2006, Page 448 and Deed dated November 22, 1996.

filed November 25, 1996, under Document Number 564395, Official Records of Hidalgo County, Texas.

- 8. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Sadie Pearl Glenn, widow of J.T. Glenn, deceased to J.M. Huber Corp., dated March 22, 1976, recorded in Volume 358, Page 198, Oil and Gas Records of Hidalgo County, Texas. (Covers Lots 68, 69, 70, 71, 72, 75 and 76)
- 9. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Hugh Kirkpatrick, Individually and as Independent Executor of the Estate of Irene Moncrief Kirkpatrick, deceased to Norman E. Graham, dated March 15, 1977, recorded in Volume 366, Page 283, Oil and Gas Records of Hidalgo County, Texas. Extension as shown by Instrument filed September 21, 1977, recorded under Document Number 28623, Oil and Gas Records of Hidalgo County, Texas. (Covers Lots 75, 76, 97, 98 and 124)
- 10. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Sadie Pearl Glenn, widow of J.T. Glenn to J.M. Huber Corporation, dated March 31, 1998, recorded in Volume 403, Page 591, Oil and Gas Records of Hidalgo County, Texas. (Covers Lots 68, 69, 70, 71, 72, 75 and 76)
- 11. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by James Thomas Glenn, Jr. and wife, Shirley Ann Glenn to J.M. Huber Corporation, dated March 31, 1981, recorded in Volume 404, Page 342, Oil and Gas Records of Hidalgo County, Texas.
- 12. Water Service Agreement in favor of Sharyland Water Supply Corporation as shown by Instrument dated March 21, 2006, filed March 24, 2006 under Document Number 1594175, Official Records of Hidalgo County, Texas.
- 13. Standby fees, taxes and assessments by any taxing authority for the year 2007, and subsequent years, the payment of which Grantee assumes.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property 'AS IS', 'WHERE IS' with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

BANK OF SOUTH TEXAS, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor' lien against the superior title to the Property are retained for the benefit of BANK OF SOUTH TEXAS and are transferred to BANK OF SOUTH TEXAS without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

LINVA DEVELOPMENT, a Texas General Partnership

By Roberto L. Garcia
ROBERTO LUIS GARCIA
His Authorized Agent

(Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 10th day of October, 2007 by **ROBERTO LUIS GARCIA**, Authorized Agent of **LINVA DEVELOPMENT**, A General Partnership, on behalf of said partnership.



Patricia Galindo

Notary Public, State of Texas

AFTER RECORDING RETURN TO :
ARQCARPA DESIGN MANAGEMENT
CONSTRUCTION, LLC
929 E. Esperanza, Suite 11
McAllen Texas, 78501

PREPARED IN THE LAW OFFICE OF:
& L.G. 'JERRY' CANALES
2406 W. University Drive
Edinburg, Texas 78539
File No.: 108736

Chapter 232 Texas LGC Application

APPLICATION NO:

~~4-10817~~

Jul. 11, 2011

4-10818 *aw*
corrected.

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

[1] OWNER: ARQCARPA DESIGN MANAGEMENT & CONSTRUCTION, LLC
929 E. ESPERANZA ST.
MCALLEN, TX. 78504
Telephone No. 358-3643

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PUERTA LOT 75

07-11-2011

LOCATION: 0 17 1/2 & ROOTH

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: SHAR

[9] CONSTRUCTION TYPE: BRIC

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$170,000

[5] SIZE OF STRUCTURE: 2,070 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RES.HOME.ZONE.X

Special Conditions: No construction allowed over any easements.
MUST COMPLY WALL REGULATIONS AS PER COUNTY STATE
CITY FEMA & SETBACKS. FRONT 25' SIDE 6; REAR 10'
CORNER SIDE 10' . 18" ABOVE TOP OF CURB.

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 Pct: 4

Community No.: 480334

Certification of Elevation
Required: YES NO BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Prepared by

07-11-2011
Date

Rolando Rios
Approved by

07/08/11
Date

[Signature]
Signature of Owner or Applicant

07/10/11
Date

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 4-10392

03-16-11

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Eliud Becerra

Address: 8713 Rhythm Dr.
Edinburg TX.
78542

Phone: (956) 387-05-62

Table with 3 columns: Approved by Environmental Health, Temporary Service, Final Service. Includes inspection/permit no, date approved, and authorized signatures.

Water Supplier:

Utility Provider: [] M.V.E.C. [] AEP

Account/ESI No.: [] Temporary Pole [] Permanent Service

regarding the land described as:

Viva las Vegas #2 Lot #20

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232.028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
yes A plat has been reviewed and approved by the Commissioners Court;
yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved)
(verified by)
(verified by)
(verified by)
(verified by)

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-10392

03-16-11

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Elind Beerra

Address: 8713 Rhythm Dr.

Edinburg TX. 78542

Phone: (956) 387-05-62

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Viva Las Vegas #2 Lot #70

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Elind Beerra
Requesting Party (Signature)

11-21-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease

- Rent Receipt
- Affidavit
- Other (describe)

pmt 4-10392

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

11/2
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-10392
Mar. 16, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

V4358-02-000-0070-00

[1] OWNER: BECERRA, ELIUD
8713 RHYTHM DR.
EDINBURG, TX. 78541
Telephone No. 387-0562

[7] LEGAL DESC./NAME OF SUBDIVISION
VIVA LAS VEGAS #2 LOT 70

LOCATION: 0 2812 & DOOLITTLE

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER-SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$5,000

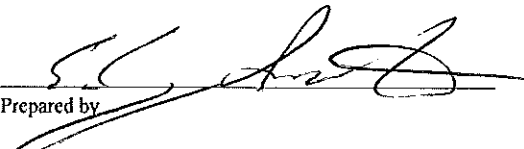
[5] SIZE OF STRUCTURE: 400 Sq. Ft.

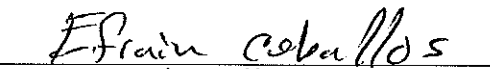
[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

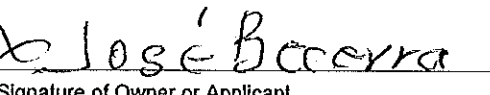
[6] USE OF BUILDING: RESIDENTIAL X-25

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 15' SIDES 6' 18" TOP OF CURB

FOR COUNTY USE ONLY APPLICATION FEES


Prepared by _____ Date 3-16-11


Approved by _____ Date 3-15-11


Signature of Owner or Applicant _____ Date 3-16-2011

OTHER _____
TOTAL AMOUNT \$30.00

Light Water

Flood Zone: NO
Panel No. /Suffix: _____ Pct: 4

Community No.: _____

Certification of Elevation
Required: YES NO BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

DEED OF TRUST

1. Date: March 11, 2011
2. Grantor: ELIUD BECERRA
3. Grantor's Mailing Address: 7904 N. Terry Road, Edinburg, Hidalgo County, Texas 78541
4. Trustee: David Crook
5. Trustee's Mailing Address: 100 Savannah, Suite 380, McAllen, Hidalgo County, Texas 78501
6. Beneficiary: Garco, Ltd., A Texas Limited Partnership
7. Beneficiary's Mailing Address: 3910 W. Freddy Gonzalez Drive, Edinburg, Hidalgo County, Texas 78539
8. Note:
 - A. Date: March 11, 2011
 - B. Amount: Fifteen Thousand Nine Hundred and No/100ths Dollars (\$15,900.00)
 - C. Maker: ELIUD BECERRA
 - D. Payee: GARCO, LTD, A Texas Limited Partnership
 - E. Maturity Date: As therein provided in the Note
 - F. Terms of Payment: As provided in the Note.
9. Property: Lot Seventy (70) Viva Las Vegas Subdivision Phase II , Hidalgo County, Texas, as per map or plat thereof recorded under Document No. 2039371, Official Records of Hidalgo County, Texas.
10. Prior Lien: Deed of Trust recorded under Document No. 1963296 , Official Records, Hidalgo County, Texas
11. Other Exceptions to Conveyance and Warranty: See Exhibit "A".
12. For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.
13. Grantor's Obligations: Grantor agrees to:
 - A. keep the property in good repair and condition;
 - B. pay all taxes and assessments on the property when due;

- I. The term "note" includes all sums secured by this deed of trust.
- J. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
- K. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
- L. Grantor represents that this deed of trust and the note are given for the following purposes:
 Purpose of Debt: The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this Deed of Trust and by a Vendor's Lien on the Property, which is expressly retained in a Deed to Grantor even date. This Deed of Trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this Deed of Trust.

17. Due on Sale Clause: Any sale or conveyance or transfer is made of all or any portion of the property without prior written consent of beneficiary, then beneficiary may, at its election, accelerate the maturity of the note and demand full payment of the balance of all principal and interest remaining due thereon.

18. Escrows for Taxes : Grantor agrees to make an initial deposit in a reasonable amount to be determined by Beneficiary and then monthly payments to a fund for taxes on the property. Monthly payment will be made the payment dates specified in the note, and each payment will be one-twelfth of the amount that Beneficiary estimates will be required annually for payment of taxes. The fund will accrue no interest and Beneficiary will hold it without bond in escrow and use it to pay the taxes. If Grantor has complied with the requirements of this paragraph, Beneficiary must pay taxes before the end of the calendar year. Grantor agrees to make additional deposits on demand if the funds is ever insufficient for its purpose. If an excess accumulates in the fund, Beneficiary may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. Before Grantor makes the final payment on the note, Beneficiary will credit to that payment the whole amount then in the fund, or at Beneficiary's option, refund it after the note is paid. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, under Paragraph 3, "Trustee's Duties". If the property is transferred, any balance then in the fund will still be subject to the provisions of this paragraph and will inure to the benefit of the transferee. Deposits to the fund described in this paragraph are in addition to the monthly payments provided for in the note.

19. AD VALOREM TAXES: Without the express written consent of Beneficiary, the owner shall not enter into any arrangements with any third party for the payment of AD VALOREM TAXES that would grant that third party a lien on the property.

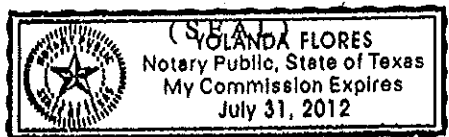
20. Signatures of Grantors:

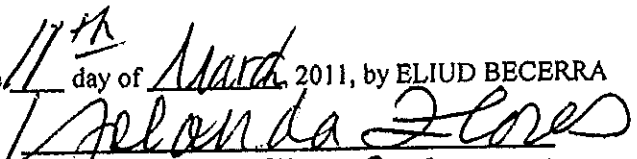

 ELIUD BECERRA

The State of Texas
 County of Hidalgo

(Acknowledgment)

This instrument was acknowledged before me on the 11th day of March, 2011, by ELIUD BECERRA




 Notary Public, State of Texas
 My Commission Expires: 7-31-2012



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 4-0688
1-01

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Nohemi Y Sepulveda

Address: 8715 Rhythm Dr
Edinburg TX 78542

Phone: 956-429-18-12

Approved by Environmental Health:	Temporary Service _____	Final Service _____
Inspection/Permit No:	Authorized Signature _____	Authorized Signature <u>SEWER</u>
Date Approved:	<u>1 / 1</u>	<u>11 / 21 / 11</u>

Water Supplier: _____

Utility Provider: [] M.V.E.C. [X] AEP

Account/ESI No.: 10032789420080208
[] Temporary Pole [X] Permanent Service

Regarding the land described as:

La Las Vegas #2 Lote #71

On _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232.028(b):

Fill in "yes" or "no" in each blank

- A plat has been prepared;
- A plat has been reviewed and approved by the Commissioners Court;
- water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 9-29-09);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT
County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 4-10686

REQUEST FOR HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Noheми Y Sepulveda

Address: 8715 Rhythm Dr
Edinburg TX 78542

Phone: 956-429-18-12

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Vivalas Vegas #2 Lote # 71

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
Owner of lot in subdivision
Resident of lot in a subdivision
Entity that provides utility service

Noheми Y Sepulveda
Requesting Party (Signature)

11-21-2011
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
Executory Contract
Lease
Rent Receipt
Affidavit
Other (describe) Permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

11-21-11
Date

Ronald Castillo
County Official

RE: Lot 71, Viva Las Vegas Subd Phase II, Hidalgo County, Texas, Doc No. 2039371, Official Rec Hid Cty TX

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Special Warranty Deed with Vendor's Lien

1. Date: February 9, 2011
2. Grantor: Garco, Ltd., A Texas Limited Partnership
3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539
4. Grantee: NOHEMI YOLANDA SEPULVEDA
5. Grantee's Mailing Address: P.O. Box 791, Edinburg, Hidalgo County, Texas 78539
6. Consideration: Ten and No/100THS (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of Sixteen Thousand Nine Hundred and No/100ths Dollars (\$16,900.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.
7. Property: Lot Seventy-One (71) Viva Las Vegas Subdivision Phase II, Hidalgo County, Texas, as per map or plat thereof recorded under Document No. 2039371, Official Records of Hidalgo County, Texas.
8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:
 - A. Any and all restrictions, reservations, rights, covenants, conditions, oil and gas and/or mineral reservations and leases thereof, and easements (including, but not limited to easements for utilities, irrigation lines, high pressure gas pipe lines and Irrigation District No. 1 drainage ditch), all of the foregoing and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.
 - B. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the property, or any part hereof.
 - C. Anything an on-the-ground A-1 survey would reveal.
 - D. The taxes for the year 2011 and subsequent years.
 - E. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.
 - F. **Right of First Refusal.** If Grantee desires to sell or otherwise transfer any interest in the property herein described, Grantor shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon Grantor's failure to meet such offer in writing within 30 days after written notice thereof from Grantor to Grantee, Grantee may sell the property to the third party in accordance with his offer.
9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.

- 10. Prior Liens: Deed of Trust recorded under Document No. 1963296, Official Records, Hidalgo County, Texas
- 11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):
- 12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.
- 13. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.
- 14. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**
- 15. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.

16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

By:

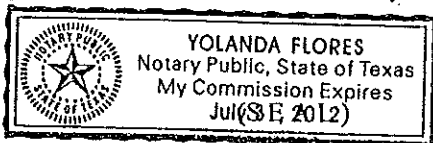
Richard A. Garza
Richard A. Garza, President

The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 9th day of Feb, 2011, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.



Yolanda Flores
Notary Public, State of Texas
My Commission Expires: 7-31-2012

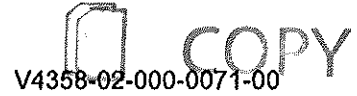
After Recording Return To:

GARCO, LTD
3910 W. Freddy Gonzalez
Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10686 May. 26, 2011

COUNTY OF HIDALGO PLANNING DEPARTMENT 1304 S. 25th Ave EDINBURG TX 78539 TEL 318-2840 FAX 318-2844



[1] OWNER: SEPULVEDA, NOHEMI YOLANDA 8715 RYTHEM DR. EDINBURG, TX. 78542 Telephone No. 904-6522

[7] LEGAL DESC./NAME OF SUBDIVISION VIVA LAS VEGAS #2 LOT 71 3/10/11AG.WATER/E

LOCATION: 0 2812 & DOOLITTLE

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: NEW RESIDENCE 01- RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$3,000

[5] SIZE OF STRUCTURE: 400 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES NO

[6] USE OF BUILDING: RES. ZONE-X

Special Conditions: No construction allowed over any easements. MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS FRONT 25' REAR 15' SIDES 6' MINIMUM ELEV. 18" ABOVE TOP OF CURB

FOR COUNTY USE ONLY APPLICATION FEES

OTHER TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 0325 D Pct: 4

Community No.: 480334

Certification of Elevation Required: YES NO BFE

- A. Setbacks front, side & rear shall be in any deed restrictions. B. No more than one single family residence per lot. C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot. D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit. E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Prepared by Juan Ceballos Date 5-26-11

Approved by Edgar Isidro Date 5-12-11

Signature of Owner or Applicant NoheMI y Sepulveda Date 5-26-11

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	RAUL RESENDEZ	3-3712
2.		
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: November 29, 2011	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 3-7312
12/5/2007

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Raul Resendez

Address: 4310 Texacana
Lane
Mission TX. 78572

Phone: 956-624-8922

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		<u>46496</u>
Date Approved:	<u>1 1</u>	<u>11/18/11</u>

Water Supplier: Lq Joya Water Agua
SUD

Utility Provider: [] M.V.E.C. [] AEP

Account/ESI No.: 10032789470391536
[] Temporary Pole [] Permanent Service

regarding the land described as:

Four Sure All Right Lot # 13

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- YES A plat has been prepared;
- YES A plat has been reviewed and approved by the Commissioners Court;
- YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 7/17/78);

(verified by Sandra Carter);

(verified by [Signature]);

(verified by [Signature]);

(verified by Sandra Carter);

Sandra Carter 11/18/11
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2(3)4

Raul E. Sesin, P.E., CFM
Planning Administrator

Application No: 3-7312
12/05/2007

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Raul Resendez
Address: 4310 Texacana Lane
Mission TX 78572
Phone: 956-624-8922

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Four Sure All Right Lot # 13

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Raul Resendez
Requesting Party (Signature)

11-14-11
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) copy of permit

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

11/18/11
Date

Sandra Carter
County Official

WE HEREBY CERTIFY THAT THIS IS
A TRUE AND CORRECT COPY OF
THE ORIGINAL DOCUMENT
VALLEY LAND TITLE CO.

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

WARRANTY DEED WITH VENDOR'S LIEN

Date: August 23, 2004

Grantor: ELISEO VIVAS, a single man

Grantor's Mailing Address:

RR 7, Box 540
Mission, Texas 78572
Hidalgo County

Grantee: RAUL RESENDEZ and wife, ALMA DELIA RESENDEZ

Grantee's Mailing Address:

RR 13, Box 448J
Mission, Texas 78572
Hidalgo County

Consideration:


TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of their one certain promissory note of even date herewith in the principal sum of SIXTEEN THOUSAND TWO HUNDRED SIXTY FIVE AND 57/100THS DOLLARS (\$16,265.57), payable to the order of CITIZENS STATE BANK, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by the Vendor's lien herein retained and is additionally secured by a Deed of Trust of even date herewith to LUCIO E. GONZALEZ, JR., Trustee.

Property (including any improvements):

All of Lot 13, FOUR SURE ALL RIGHT SUBDIVISION #1, Hidalgo County, Texas, according to the map recorded in Volume 20, Page 126, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance:

None

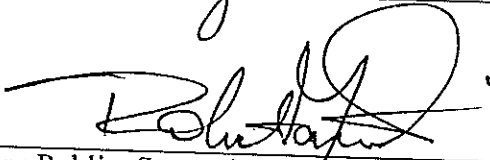


ELISEO VIVAS

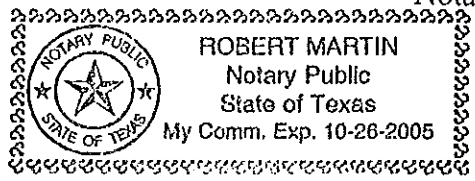
STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on August 26, 2004, by
ELISEO VIVAS.



Notary Public, State of Texas



PREPARED IN THE OFFICE OF:

Ciro Ochoa, Jr.
2121 E. Griffin Pkwy., Suite 16
Mission, Texas 78572
File #8-04-1001
VLTC. GF #90045

AFTER RECORDING RETURN TO:

Mr. and Mrs. Raul Resendez
RR 13, Box 448J
Mission, Texas 78572

Chapter 232 Texas LGC Application

APPLICATION NO:
3-7312
Dec. 5, 2007

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

F6000-00-000-0013-00

[1] OWNER: RESENDEZ, RAUL & ALMA DELIA
P.O. BOX 609
LA JOYA, TX 78560
Telephone No. 624-8922

[7] LEGAL DESC./NAME OF SUBDIVISION
FOUR SURE ALL RIGHT LT 13 .31
C-51

LOCATION: 0 1/2 M S. BENTSEN PALM DR.

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: LA J

[9] CONSTRUCTION TYPE: BRIC

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
C-51 NEW RESIDENTIAL

[10] EST. COST OF CONST.: \$123,000

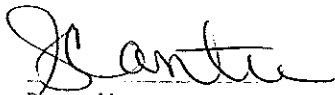
[5] SIZE OF STRUCTURE: 2,700 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RESIDENCE

Special Conditions: No construction allowed over any easements.
FRONT 25' SIDES 7' REAR 15'

FOR COUNTY USE ONLY
APPLICATION FEES


Prepared by

12/5/07
Date

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water []

Flood Zone: NO
Panel No. /Suffix: _____ Pct: 3

Community No.: _____

Certification of Elevation
Required: YES NO BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

Approved by

Date


Signature of Owner or Applicant

12/5/07
Date

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

AI-29796

5. A.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

1. Delta Lake Irrigation District:

a. We will be replacing the 12 inch mortar joint line into Contech Pipe along Jesus Flores Rd (Filegonia).

2. Baldemar Balderas:

a. The contractor shall install an 18" storm drain line approximately 17.00 feet north of the center line of Iowa Road approximately 1621.00 feet West of Tower Road.

b. The contractor shall install a 24" storm drain line approximately 45.00 feet north of the center line of Iowa Road stating approximately 994.00 feet West of Tower Road and extend 610 feet to the west. Three caliche driveways will be cut and repaired for this construction.

c. The contractor shall install a 24" storm drain line crossing Iowa Road approximately 994.00 feet West of Tower Road. The 24" storm drain line will be installed by open cut of Iowa Road pavement.

BACKGROUND

Attachments

Delta Lake/ BB

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/22/2011 12:57 PM
Ivan Cantu	Angela Garcia	11/23/2011 08:08 AM
Olga Garza	Olga Garza	11/23/2011 10:13 AM
Auditor's Office	Arcilia Duran	11/23/2011 12:22 PM
Form Started By: Rebecca Gomez		Started On: 11/21/2011 09:20 AM
	Final Approval Date: 11/23/2011	

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 29th day of November, 2011 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Delta Lake Irrigation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. We will be replacing the 12 inch mortar joint line into Contech Pipe crossing Jesus Flores Rd (Filegonia).

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 12" line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 29th day of November, 2011 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Baldemar Balderas hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 18 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. The contractor shall install an 18" storm drain line approximately 17.00 feet north of the center line of Iowa Road approximately 1621.00 feet West of Tower Road.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 18" reinforce concrete pipe line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 29th day of November, 2011 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Baldemar Balderas hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 24 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. The contractor shall install a 24" storm drain line approximately 45.00 feet north of the center line of Iowa Road stating approximately 994.00 feet West of Tower Road and extend 610 feet to the west. Three caliche driveways will be cut and repaired for this construction.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 24" reinforce concrete pipe line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 29th day of November, 2011 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Baldemar Balderas hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 24 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. The contractor shall install a 24" storm drain line crossing Iowa Road approximately 994.00 feet West of Tower Road. The 24" storm drain line will be installed by open cut of Iowa pavement.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 24" reinforce concrete pipe line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permittee has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-29803

6. A.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Hilda Fuentes, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Acct#	Payer	Amt
A0800.00.000.1034.00	Linebarger Goggan Blair & Sampson LLP	\$4262.36
M3961.00.000.0001.01	BBVA Compass	\$18423.33

BACKGROUND

Attachments

[frnt pg](#)

[accts page](#)

[linebarger](#)

[bbva](#)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/21/2011 01:28 PM
Perla Lopez	Perla Lopez	11/23/2011 08:43 AM
Auditor's Office	Arcilia Duran	11/23/2011 12:22 PM
Form Started By: Hilda Fuentes		Started On: 11/21/2011 11:33 AM
	Final Approval Date: 11/23/2011	

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

November 17, 2011

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over \$ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

A handwritten signature in black ink, appearing to read "A+B" followed by a flourish.

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufrazio, CPA



2804 S. Bus. Hwy 281 • Edinburg, TX 78539

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., R7A

Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
1.A0800.00.000.1034.00	LINEBARGER,GOGGAN, BLAIR & SAMPSON	\$ 4262.36
2.M3961.00.000.0001.01	BBVA COMPASS	\$ 18,423.33



APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSI-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name WESLACO ISD TRUSTEE * PAYER: LINEBARGER GOGGAN BLAIR & SAMPSON LLP
	Present mailing address (number and street) PO BOX 178
	City, town or post office, state, ZIP code EDINBURG, TX 78540

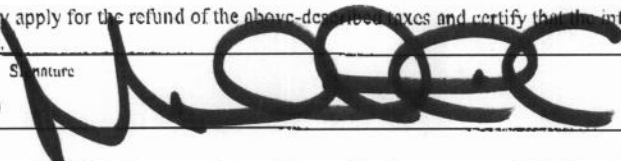
Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): ADAMS TRACT W207" *	
	Address or location of property: 108347 *	
	Account number of property: A0800.00.000.1034.00 *	Tax receipt number:
	OR	

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	
	1. ALL ENTITIES	1987-99	11/13	/ 2010	\$	\$ 4262.36
	2.			/	\$	\$
	3.			/	\$	\$
	4.			/	\$	\$
	5. TOTAL			/	\$	\$ 4262.36 *


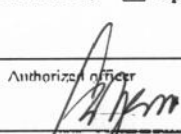
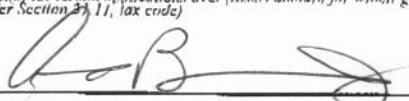
Taxpayer's reason for refund (attach supporting documentation): **SEE ATTACHED PAPERWORK**

HIDALGO & CAMERON CO IRRIGATION DIST #9 HAS CHOSEN NOT TO APPROVE THE BID

THE SALE OF THE PROPERTY MUST BE VOIDED. HF

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct.	
	Signature 	Date of application for tax refund 10/25/2011 *

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 11-9-11 
	Authorized officer 	Date 11/14/11	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 37.11, tax code) 	Date 11/3/11 *	

11/7/11

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SI.V- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name RIO GRANDE CONTAINER INC. & PAID BY: BBVA COMPASS
	Present mailing address (number and street) 1405 E EXPRESSWAY 83
	City, town or post office, state, ZIP code WESTLACO, TX 78596
	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt):

Step 2: Describe the property	MJD VALLEY COMMRCIAL PLAZA (R/S LTS 1,2,3) 2.992ACS OF LOT 1	
	Address or location of property: R723296	
	Account number of property: M3961.00.000.0001.01	Tax receipt number: OR 18748690, 18749168

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008	08/12	/ 2011	\$ 257.64
2. ALL ENTITIES	2008	08/15	/ 2011	\$ 18165.69	\$ 18165.69
3.			/	\$	\$
4.			/	\$	\$
5. TOTAL			/	\$	\$ 18423.33

Taxpayer's reason for refund (attach supporting documentation): **PAYMENT WAS MADE ON INCORRECT ACCOUNT, SHOULD HAVE BEEN APPLIED TO ACCT #**

W3800.00.040.0000.13

MG

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature Kelley Williams	Date of application for tax refund 10/20/11
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
	Authorized officer [Signature]	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 11/8/11
	sign here [Signature]	Date 11/16/11
sign here [Signature]	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) [Signature]	Date 11/3/11

11/7/11

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting authority to exercise the fourth (4th) year of the additional five (5) one (1) year term option to extend/renew as provided in current INTERLOCAL AGREEMENT #E-10-393-11-30 for the:"Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at the County Jail" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with by and between TROPICAL TEXAS BEHAVIORAL HEALTH CENTER (MHMR) and HIDLAGO COUNTY SHERIFF'S OFFICE.

2. Requesting authority to exercise the second (2nd & Final) year of the additional two (2) one (1) year term option to extend/renew as provided in the current Contract# E-10-394-11-30 (C-09-217-11-10) for the purposes of: "MOBILE X-RAY SERVICES" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with CALERA, INC. d/b/a RIO GRANDE VALLEY MOBILE X-RAYS.

3. Requesting authority to exercise the First (1st) Year of the additional two (2) one (1) year option to extend/renew as provided in current contracts for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with the following multiple awarded vendors for: "Medical Supplies & Equipment"

- a. HENRY SCHEIN , INC d/b/a HENRE SCHEIN MATRIX MEDICAL-C-09-386-12-22;
- b. VELACORP PHARMACISTS, INC d/b/a SAN JUAN PHARMACY-C-09-386A-12-22 and;
- c. UNITED MEDICAL SUPPLIES, INC.-C-09-386C12-22

BACKGROUND

- Extension-Tropical Tx Behavioral Ctr (MHMR)
- Extension-Calera Inc. d/b/a RGV Mobile X-Ray
- Extension-Henry Schein, Inc d/b/a Henry Schein Matrix Medical
- Extension-Velacorp Pharmacist, Inc. d/b/a San Juan Pharmacy
- Extension-United Medical Supplies Inc.

Current Agreements for all

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-423-21-280-002-0-331/604

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Extension-Tropical Tx Behavioral (MHMR)-HCSO

Extension-Calera Inc dba RGV Mobile X Rays-HCSO

Extension-Henry Schein Matrix Medical

Extension-United Medical Supplies, Inc

Extension-Velacorp Inc, dba San Juan Pharmacy

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/22/2011 02:06 PM
Budget & Management	Merlen P. Munoz	11/22/2011 02:11 PM
Ivan Cantu	Angela Garcia	11/23/2011 08:13 AM
Roland Garcia	Rolando Garcia	11/23/2011 01:21 PM
Auditor's Office	Angela Garcia	11/23/2011 01:38 PM

Form Started By: Letty Saenz
Started On: 11/15/2011 05:25 PM
Final Approval Date: 11/23/2011



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 15, 2011

W. Terry Crocker, Chief Executive Officer
c/o Martha Garcia, Contracts Manager
**Tropical Texas Behavioral
Health Center (MHMR)**
1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

via email tcrocker@ttbh.org
via email magarcia@ttbh.org
via certified mail 7099 3220 0002 9744 9502

Re: Extension/Renewal for - E-10-393-11-30-"Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at the County Jail" - Hidalgo County Sheriff's Office

Dear Mr. Crocker:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (fourth 4th year) of the additional five (5) one (1) year periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____

W. Terry Crocker, Chief Executive Officer


Date: _____

11-16-11

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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 B. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file



PURCHASING DEPARTMENT
County Of Hidalgo

E-10-393-11-30

November 22, 2010

W. Terry Crocker, Chief Executive Officer
c/o Martha Garcia, Contracts Manager
**Tropical Texas Behavioral
Health Center (MHMR)**
1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

via email tcrocker@ttbh.org
via email magarcia@ttbh.org
via certified mail 7099 3220 0002 9744 6648

Re: E-09-509-12-15-"Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at the County Jail" - Hidalgo County Sheriff's Office

Dear Mr. Crocker:

Commissioners' Court will take applicable action on (Tuesday, November 30, 2010) in connection with the Hidalgo County's option to extend/renew the **(Third 3rd Year)** of the additional five (5) one (1) year periods as provided in the current agreement (under the same rates, terms and conditions). **Effective date of renew/extension is of January 1, 2011.**

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, November 23, 2010, 10:00 a.m., via facsimile to (956) 956-318-2629.

By: 

Date: 11-30-10

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



AGENDA

**CC CONSENT
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
November 30, 2010
9:00 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

**NOTICE TO THE PUBLIC
CONSENT AGENDA**

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

- 1. Approval of check register and payment of claims and bills - County Auditor**
- 2. 2010 Intradepartmental Transfers:**
 - A. AI-24167 2010 - DBM Budget Division (1100)**
 - B. AI-24160 2010 - County Judge's Office (1100)**
 - C. AI-24161 2010 - Emergency Management (1100)**
 - D. AI-24140 2010 - Planning Dept. (1100)**
 - E. AI-24133 2010 - Texas AgriLife Extension (1100)**
 - F. AI-24132 2010 - Court of Civil Appeals (1100)**
 - G. AI-24127 2010 - Elections Dept. (1283)**
 - H. AI-24126 2010 - Elections Dept. (1100)**
 - I. AI-24139 2010 - Tax Office (1100)**
 - J. AI-24067 2010 - Justice of the Peace Pct. 3, PI 1 (1100)**
 - K. AI-24087 2010 - Constable Pct. #2 (1100)**
 - L. AI-24071 2010 - Constable Pct. #4 (1100)**


10. Urban County:

- A. AI-24072** Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.
- B. AI-24130** Request for approval of one (1) applicant in the City of La Joya and one (1) applicant in the Countywide area under the HOME Homeowner Occupied Housing Rehabilitation Program.

11. Purchasing Department:

- A. AI-24135** 1. Requesting the surplus of the fueling pump property adjacent to the former Pct. 3 Administration and Shop Complex-Vacant Lots described as: Mission Original Townsite, Lots 4 through 9, Block 205;
2. Pursuant to Texas Local Government Code Chapter 273, including, but not limited to:
- a) Under 273.001 (a)- requesting authority to publish an ad for the Sale of Property described as Vacant Lots described as: Mission Original Townsite, Lots 4 through 9, Block 205;
- b) Under 273.001 (b)- requesting authority to sell the property described as Mission Original Townsite, Lots 4 through 9, Block 205;
- c) Authority to request a fair market value appraisal (so as to determine the minimum bid) for the property described as Mission Original Townsite, Lots 4 through 9, Block 205;
- B. AI-24066** Requesting ratification-extension of opening date (through Addenda) for Request for Bids: Hidalgo County Precinct No. 2 "Tower Road Phase 2 Road and Drainage Improvements" (RFB No. 2010-363-11-24-MSS) from Wednesday, November 24, 2010 to December 15, 2010, as requested by project Engineer, Raul Sesin, P.E. Hidalgo County Planning Department.
- C. AI-24104** Requesting authority to advertise for Road & Drainage Construction of Morningside South, a 3rd call BCAP Project with plans and specifications drafted by project engineer.
- D. AI-24107 Cooperative Agreements:**
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.
- E. AI-24103** Authority to reject sole bid received STX Communication, dba, Cricket Communications for: "Flat Rate Wireless Service to Include Equipment and Other Products for Hidalgo County" as recommended and requested by IT Department,

inasmuch as services will be provided thru authorized and awarded state, DIR, or cooperative purchasing program vendors.

-  **F. AI-24086** Requesting authority to exercise the additional sixty (60) day grace period extensions as provided in current contracts for: "Pipes" for Hidalgo County, under the same rates, terms and conditions with the following awarded vendors effective January 01, 2011 through March 01, 2011 while the procurement process is completed:

 1. Rio Valley Pipe, LTD;
 2. Hanson Pipe & Precast;
 3. ACT Pipe & Supply;
 4. Alamo Concrete Products;
 5. Contech Construction Products, Inc.


approved

- G. AI-24088** Requesting approval to exercise the County's option to utilize and extend the final year for Contract #C-09-406-10-27-Magic Valley Concrete For Concrete Mix & Delivery Service for Hidalgo County, at the same rates, terms and conditions as stipulated in the contract.

approved

- H. AI-24085** Requesting approval to exercise the County's option to utilize and extend the final year for Contract #C-08-443-12-16-VSL, INC.-Repairs, Removal and Installation of Mobile Radios, Computers and Other Miscellaneous Equipment for Hidalgo County District Attorney's Office and HIDTA Task Force, under the same rates terms and conditions as stipulated in the contract.

approved

-  **I. AI-24079** Requesting authority to advertise and approval of procurement packet (i.e. qualifications, requirements, and scope of services, etc.) as attached hereto for: "Hidalgo County Pool of Professional Services" for:

 1. Engineering Services (RFQ No. 2011-001-12-29-YSI)
 2. Architectural Services (RFQ No. 2011-002-12-29-CGV)
 3. Real Estate Appraiser Services (RFQ No. 2011-003-12-29-SMA)
 4. Surveyor Services (RFQ No. 2011-003a-12-29-SMA)
 5. Construction Materials Testing (RFQ No. 2011-004-12-29-MEG)

for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol - as established by CC) per project by Hidalgo County Commissioners Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective 2-09-2011 for a period of one (1) year.

approved

- J. AI-24078** 1. Requesting authority to exercise the third (3rd) year of the five (5) one (1) year term option to extend/renew as provided in current INTERLOCAL AGREEMENT #E-09-509-12-15 for the: "Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at the County Jail" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with by and between TROPICAL TEXAS BEHAVIORAL HEALTH CENTER (MHMR) and HIDLAGO COUNTY SHERIFF'S OFFICE-(Effective 01/01/11 - 12/31/11).

approved

- 2. Requesting authority to exercise the first (1st) year of the two (2) one (1) year term option to extend/renew as provided in the current Contract# C-09-217-11-10 for the purposes of: "MOBILE X-RAY SERVICES" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with CALERA, INC. d/b/a RIO GRANDE VALLEY MOBILE X-RAYS-(Effective 01/01/11 - 12/31/11).

approved

AI-24078**11.J.****HCSO-Extensions/Renewals-E-09-509-12-15-Tropical Tx Behavioral (MHMR) & C-09-217-11-10-Calera Inc d/b/a Rio Grande Valley Mobile X-Rays****CC CONSENT**

Date: 11/30/2010
 Submitted By: Letty Saenz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Requesting authority to exercise the third (3rd) year of the five (5) one (1) year term option to extend/renew as provided in current INTERLOCAL AGREEMENT #E-09-509-12-15 for the: "Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at the County Jail" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with by and between TROPICAL TEXAS BEHAVIORAL HEALTH CENTER (MHMR) and HIDLAGO COUNTY SHERIFF'S OFFICE-(Effective 01/01/11 - 12/31/11).
2. Requesting authority to exercise the first (1st) year of the two (2) one (1) year term option to extend/renew as provided in the current Contract# C-09-217-11-10 for the purposes of: "MOBILE X-RAY SERVICES" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with CALERA, INC. d/b/a RIO GRANDE VALLEY MOBILE X-RAYS-(Effective 01/01/11 - 12/31/11).

BACKGROUND

Extension/Renewal Letter-Tropical Texas Behavioral Ctr (MHMR) - E-09-509-12-15
 Extension/Renewal Letter-Calera, Inc. d/b/a Rio Grande Valley Mobile X-Rays - C-09-217-11-10

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-423-21-280-002-0-331
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Available balance as of 11-23-10 \$19,572.05
 Funding to come from 2011 budget.

Attachments

Link: [Extension/Renewal Letter-Tropical Texas Behavioral Ctr \(MHMR\)-HCSO](#)
 Link: [Contract Doc#E-09-509-12-15-Trop Tx Behavioral Hlth Ctr \(MHMR\)](#)
 Link: [Extension/Renewal Letter-Calera Inc dba Rio Grande Valley Mobile X-Rays](#)
 Link: [Contract Doc#C-09-217-11-10-Calera Inc dba Rio Grandy Valley Mobile X-Rays](#)

Form Routing/Status

INTERLOCAL COOPERATION CONTRACT
C-08-336-08-26

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Receiving Agency:	County of Hidalgo (hereinafter referred to as the "County")
The Performing Agency:	Tropical Texas Behavioral Health (hereinafter referred to as the "Center")

II. STATEMENT OF SERVICES TO BE PERFORMED

The Center shall provide a complete screening assessment and psychiatric evaluation for any jail inmate of the County who is referred by the Hidalgo County Jail medical staff and is of the age of 17 or older. This assessment will be performed at the Hidalgo County Jail located at the following address: 701 East El Cibolo Road, Edinburg, Texas. These services shall include orders for any psychoactive medications that the treating physician deems appropriate. This includes Schizophrenia, Bipolar Disorder, Major Depressive Disorder with psychotic features, or any other psychotic disorder requiring treatment with a neuroleptic agent, and any moderate or severe depression especially when associated with suicidal ideation.

The Center shall provide at the County Jail evaluations and follow-up treatment to such jail inmates as are referred by the Hidalgo County Jail medical staff. The frequency of follow-up care may be weekly or monthly as determined by the Center's physician. Such determination shall be based upon said physician's evaluation and the client's clinical situation. Medication prescriptions may be adjusted in accordance with the treating physician's ongoing evaluations.

The Center agrees to provide a physician to work on-site at the County's Edinburg jail facility two (2) days per week. The total amount of time a physician shall provide on-site services shall be no more than eight (8) hours per week.

The Center agrees to provide a screener to work on-site at the County's Edinburg jail facility six (6) hours per week. The County will compensate the Center for no more than six hours per week of screening services.

For jail inmates younger than 17 years, the Center shall provide the aforementioned services at Tropical Texas Behavioral Health, not at the Hidalgo County Jail. The County shall be responsible for delivering the inmate for an initial referral and follow-up treatment at a pre-arranged appointment.

The County shall be responsible for notifying the Center concerning new inmate referrals. The County shall be responsible for making appointments for such inmates.

In the event the designated Center physician assigned to perform services to the County as outlined in this agreement is unavailable, the Center Medical Director (or designee) will immediately notify County Medical Staff Administration of the expected duration of the absence. If the County Medical Staff Administration identifies an inmate as needing emergency psychiatric services during the absence of the designated Center physician, the County designee will contact the Center's Medical Director, or if unavailable, the Center's Chief Operating Officer to discuss the situation and make arrangements for emergency coverage, or an emergency appointment at the Center's offices, if indicated.

Regardless of identification of any emergency needs, under no circumstances will the County go without on-site physician coverage for more than three (3) consecutive assigned coverage days. Additionally, the Center will maintain an identified and designated "back-up" for the designated Center physician. The Center will ensure continuous physician coverage for emergencies via phone consultation and possible prescription orders for known patients.

III. FEES FOR CENTER SERVICES:

The fees for the provision of services hereunder shall be as follows:

Physician time spent at the jail facility - \$150.00 / Hour
Screening for Adults - \$ 60.00 / Hour

IV. CONTRACT AMOUNT:

Pro-Rated amount for September 1, 2008 - December 31, 2008 not to exceed **\$ 27,040.00.**

The total amount of the renewed/extended contract shall not exceed **\$ 81,120.00** per year commencing, **January 1, 2009.**

V. PAYMENT FOR SERVICES:

Payments for services performed shall be billed by the Center on a monthly basis. The billing statement shall be sent to the following person and address:

Hidalgo County Sheriff's Office
c/o Budget Officer
701 East El Cibolo Road
Edinburg, TX 78542

VI. TERM OF CONTRACT:

This contract is to commence **September 1, 2008** and expiring on **December 31, 2008** with the County's option to renew/extend for Five (5) additional One Year (1) periods commencing **January 1, 2009** under the same rates, terms and conditions

VII. ADDITIONAL PROVISIONS:

The Center shall provide the County with written notice of its request to renegotiate the terms of this agreement. If the parties cannot agree on the new terms of this agreement within sixty (60) days after the County receives the Center's request to renegotiate, then either party may terminate this agreement by providing a ninety (90) day written notice. Notice required to be made hereunder shall be made to the following parties and addresses:

If to the Center:

Terry Crocker
Chief Executive Officer
P.O. Drawer 1108 - 1901 South 24th Avenue
Edinburg, TX 78540

If to the County:

Juan D. Salinas, III
Hidalgo County Judge
P. O. Box 1356-701 East El Cibolo Road
Edinburg, TX 78540

VIII. INDEMNIFICATION:

To the extent allowed by law, County must indemnify and hold harmless Center, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of Center, its board, employees, or agents, including the sole, joint, or comparative negligence of Center or Center's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

Likewise, Center must indemnify and hold harmless County, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of County, its board, employees, or agents, including the sole, joint, or comparative negligence of County or County's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.


The undersigned contracting parties do hereby certify that: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder.

Receiving Agency and its agent further certify that it has the authority to contract for the above services.

Performing Agency and its agent further certify that it has the authority to perform the services contracted for.

RECEIVING AGENCY

Hidalgo County




Juan D. Salinas, III, County Judge

Date: _____

PERFORMING AGENCY

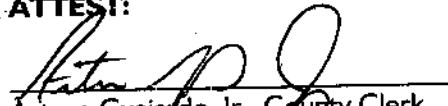
Tropical Texas Behavioral Health



W. Terry Crocker, Chief Executive Officer

Date: 9-16-08


ATTEST:



Arturo Guajardo, Jr., County Clerk

Date: _____

Approved as to form:

Atlas & Hall, LLP
By: 

Atlas & Hall, LLP

AI-10803

21.M.7.

HCSO-Interlocal Agreement-Tropical Tx Behavioral Health & Invoices from Jan-Dec Yrs 2005,06 & 07

CC REGULAR

Date: 08/26/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of request for payment of invoices (recently received) by Hidalgo County through the Sheriff's Office) dating January - December 2005, 2006 & 2007 totaling \$ 196,845.00 submitted by Tropical Texas Behavioral Health with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-05-019-11-30 and extended/renewed contract # E-06-450-12-12 for the "Screening Assessments and Psychiatric Evaluation for County Jail Inmates" for Hidalgo County Sheriff's Office

B. Requesting approval to enter into an Interlocal Agreement with Tropical Texas Behavioral Health and Hidalgo County Sheriff's Office for "Screening Assessments and Psychiatric Evaluations of County Jail Inmates" 09/01/08.

BACKGROUND

Invoices from Jan - Dec 2005 \$ 53,430.00
 Invoices from Jan - Dec 2006 \$ 72,105.00
 Invoices from Jan - Dec 2007 \$ 71,310.00
 Draft Interlocal Agreement
 Contract No. C-05-019-11-30
 Contract No. E-06-450-12-12

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-423-21-280-002-0-331

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$189,428.36 available balance as of 08/22/08. Consent Agenda Item 10730 CC 08/26/08 will transfer an additional 215,000 into this account.

Attachments

Link: [Invoices - Jan-Dec 2005](#)

Link: [Invoice Jan - Dec 2006](#)

Link: [Invoices Jan - Dec 2007](#)



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 16, 2011

Raul Calera, President
Calera, Inc. d/b/a
Rio Grande Valley Mobile X-Rays
1421 Sioux Road
Alamo, Texas 78516
(956) 783-9779

via email raul@rgvrxrays.com
via facsimile (956) 783-7437
via certified mail #7099 3220 0002 9745 6081

Re: Extension/Renewal to Contract No. E-10-394-11-30 (C-09-217-11-10) - "Mobile X-Ray Services" (on an as needed basis)-Hidalgo County Sheriff's Office

Dear Mr. Calera:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **second (2nd & Final) year** of the additional two (2) one (1) year period as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: 

Raul Calera, President

Date: 11-18-2011

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/1/2011

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 Westchester Insurance Associates, Inc. PO Box 793766 Dallas, TX 75379-3766		CONTACT NAME: PHONE (A/C No. Ext): 972-248-7745 E-MAIL ADDRESS: <input type="checkbox"/>		FAX (A/C No.): 972-248-7747	
INSURED Rio Grande Valley Mobile X-Rays Calera's Inc. dba 1421 Sioux Rd. Alamo, Tx 78516		INSURER(S) AFFORDING COVERAGE Mid-Continent Underwriters, Inc.		NAIC#	
INSURER A:		INSURER B:		INSURER C:	
INSURER D:		INSURER E:		INSURER F:	

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.

INSR LTR	TYPE OF INSURANCE	ADSL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500Ded. Ea. Claim			AFC8421211	9-1-11	9-1-12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY/AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			AFC9421211	9-1-11	9-1-12	WC STATUTORY LIMITS OTHER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEES \$ E.I. DISEASE - POLICY LIMIT \$ Ea. Medical Incident \$1,000,000/3,000,000 Aggregate, \$2500Ded Ea Claim
	Professional Liability						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Professional Liab. Retro Date 9-1-2006. Defense is in addition to the limit shown on coverage Summary. 25% minimum earned.

CERTIFICATE HOLDER Rio Grande Valley Mobile X-Rays Calera's Inc. dba 1421 Sioux Rd Alamo, Tx 78516	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 
--	---

PRODUCER

PHONE

(956) 631-0031

Texas Spirit Insurance Agency

1308 N 23rd Street, Suite A

McAllen, TX 78501

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

INSURER A: Texas Mutual Insurance

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

Rio Grande Valley Mobile X-Ray Calera Inc

1421 Sioux Rd

Alamo, TX 78516

COVERAGES

THE POLICIES OF INSURANCE LISTED 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, ENCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	POLICY NUMBER	PERIOD OF EFFECTIVE DATE	PERIOD OF EXPIRATION DATE	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 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 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Q000987891	2/15/2011	2/15/2012	EACH OCCURRENCE PHYSICAL DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC: 100,000.00 ASG EACH OCCURRENCE AGGREGATE WC STATUTORY LIMITS FL DISEASE - EA EMPLOYEE 100,000.00 FL DISEASE - POLICY LIMIT 500,000.00
OTHER				

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

Mobile X-Ray, Ultra-Sounds, EkG's Company

CERTIFICATE HOLDER

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 10 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




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2011

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).

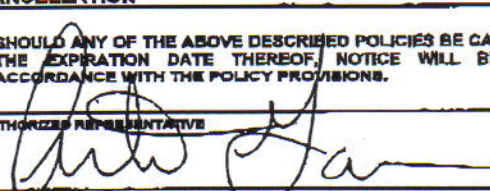
PRODUCER Roel Villanueva, Agent 702 W. Expressway 83 Suite A Pharr Tx 78577 	CONTACT NAME: Arturo Garcia PHONE (A/C No. Exp): 956-702-4200 E-MAIL ADDRESS: 		FAX (A/C No.): 956-702-4203
	INSURER(S) AFFORDING COVERAGE		
INSURED Calera, Raul DBA Rio Grande Valley Mobile XRay 1421 Sioux Rd Alamo, TX 78516	INSURER A: State Farm Mutual Automobile Insurance Company		NAIC # 28178
	INSURER B: State Farm Lloyds		NAIC # 43419
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSR	ADDITIONAL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" 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			90 BB P214 6 L	01/25/2011	01/25/2013	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			008 6436 F13 53F 109 6917-C11-53I R52 1856 C11 53P 066 9888 C11 53J	06/13/2011 06/14/2011 09/11/2011 09/11/2011	08/13/2012 03/14/2012 03/11/2012 03/11/2012	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 50,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N N/A			WC & STAT TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 06 DODGE CARAVAN 1D8HN44HH88128259, 10 DODGE CARAVAN 2D4RN1AE2AR356341, 11 DODGE CARAVAN 2D4RN1AG2BR632780, 07 DODGE CARAVAN 1D4GP25R17B148188, 07 DODGE CARAVAN 1D4GP45R17B199568, 08 DODGE CARAVAN 1D4GP25B48B744796, 07 DODGE CARAVAN 1D4GP25R47B101976, 05 DODGE CARAVAN 1D4GP45R95B248433, 07 DODGE CARAVAN 1D4GP45R17B157028, 06 DODGE CARAVAN 2D4GP44L78R683502

CERTIFICATE HOLDER Hidalgo County/ Attn: Purchasing Department 2812 S Hwy Business 281 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 
---	--

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-217-11-10

THIS CONTRACT is made and entered into this 10th day of **November, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Calera, Inc. d/b/a Rio Grande Valley Mobile X-Rays** ("Company").

WHEREAS, Company responded to advertised notices for sealed bids for: "**Mobile X-Ray Services**" (on an as needed basis) (the "Services"); and;

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. **Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.**

3. This Contract shall be for a period of **one (1) year**, commencing on **January 1, 2010** and expiring on **December 31, 2010** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

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

If to Company: Calera, Inc. d/b/a
 Rio Grande Valley Mobile X-Rays
 1421 Sioux Road
 Alamo, Texas 78516

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

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

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

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

WITNESS our hands in duplicate originals this 17th day of November, 2009.

APPROVED AS TO FORM

Atty. & Hall, LLP

By: [Signature]

COUNTY OF HIDALGO

ATTEST:

By: [Signature]
Rene A. Ramirez, County Judge

[Signature]
Arturo Guajardo, Jr., County Clerk

COMPANY:

Calera, Inc. d/b/a
Rio Grande Valley Mobile X-Rays

By: [Signature]
Printed Name: Raul Calera
Title: Owner

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

Bid No: 2009-217-09-23-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626
-----------------------------------	---------------------------	--------------------------------

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "MOBILE X-RAY SERVICES" RFB NO. 2009-217-09-23-MEG

**BID OPENING DATE:
SEPTEMBER 23, 2009**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical location: 2802 S. Business Highway 281

Postal/Mailing: 2812 S. Business Highway 281

Edinburg, Texas. 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 2009-217-09-23-MEG

1. Sealed bids will be received for HIDALGO COUNTY SHERIFF'S OFFICE – "MOBILE X-RAY SERVICES" in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: BID-2009-217-09-23-MEG- HIDALGO COUNTY SHERIFF'S OFFICE –"MOBILE X-RAY SERVICES" and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m. WEDNESDAY, SEPTEMBER 23, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2009-217-09-23-MEG-HIDALGO COUNTY SHERIFF'S OFFICE–"MOBILE X-RAY SERVICES". Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE --"MOBILE X-RAY SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
 711 El Cibolo Road
 Edinburg Texas 78539
 ATTN.: Guadalupe Lupe Trevino
 (956) 383-8114

17. Schedule of Events

Bid Opening, 9:30 AM	<u>SEPTEMBER 23, 2009</u>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

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

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

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

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

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

19. Ethical Standards:

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

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

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

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

20. Disclosure of Conflict of Interest

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

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

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must

affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- . **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.html .**
If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
BID NO.: 2009-217-09-23-MEG

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

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

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

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

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

Must submit this form with Bid Packet

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
Bid No: 2009-217-09-23-MEG

SCOPE

Hidalgo County is seeking bids from a qualified vendor to provide "MOBILE X-RAY SERVICES" for Hidalgo County Sheriff's Office, on an "As Needed Basis". Hidalgo County Human Services will assist the Hidalgo County Adult Detention Center with X-Ray services whenever possible for tuberculosis screening of inmates.

SERVICE LOCATION:

711 El Cibolo Road, Edinburg, Texas 78542.

SPECIFICATIONS:

1. Vendor must be able to demonstrate adequate medical equipment, adequacy of personnel, ease of mobility, fleet capacity, work experience, expertise, safety precautions for both testers and test subjects and administration.
2. All personnel technicians who will perform x-ray examinations 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.
3. Hidalgo County reserves the right to require services regardless of the number of patient/patients to be tested during any given visit.
4. Vendor shall furnish x-ray service to include all x-rays, whether single or a series.
5. If x-rays must be retaken for any reason except non-cooperation of the patient, contractor must waive all charges except for the x-ray itself.
6. Vendor must contact Hidalgo County Sheriff's Office (Adult Detention Center) R.N. Supervisor for any reports, concerns, questions etc. after the contract is in place.
7. Vendor must provide a designated person as the focal point for receipt of test results as is agreed between the user and contractor.
8. Vendor must submit an original invoice on each purchase order or purchase release after each delivery, indicating the
 - a. Department Name: Hidalgo County Jail-Infirmery Department
Address: P.O. Box 1228
Edinburg, Texas 78539
 - b. purchase order number,
 - c. the inmate name,
 - d. DOB
 - e. SO #
 - f. Name of test or x-ray series
 - g. Date of Service
 - h. Total amount due
 - i. Vendor's name and mailing address and phone numbers on all invoices.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
Bid No: 2009-217-09-23-MEG

9. The following are examples of our most common type of X-Ray, X-Ray Development and X-Ray Reading and Report to facility Services. Project including, but not limited to, the following: Services render but not limited to T.B. screening, Chest, Bilateral upper and lower extremities, back and shoulders.

- | | | |
|------------|--------------|------------|
| 1. Chest | 6. Arms | 11. Ankles |
| 2. Hands | 7. Back | 12. Feet |
| 3. Wrists | 8. Shoulders | 13. Face |
| 4. Fingers | 9. Knees | 14. Skull |
| 5. Spinal | 10. Abdomen | 15. Leg |
16. Set-up Fee per procedure: _____ 17. After Hours/Weekends/Holiday charges: _____

REQUIRMENTS:

1. All equipment must meet standards of state and/or federal regulations on radiation including, but not limited to, Texas Department of Health: Radiation Control Division. Maintenance of all equipment used must be the sole responsibility of the contractor and must be maintained in the best condition possible.
2. Vendor must be able to get testing done within 12 hours of the time requested from the Department. (As needed basis or emergency basis).
3. Hidalgo County requires service and turn around on a 48-hour basis.
 - a. VERBAL interpretation within forty eight (48) hours, following the development of images.
 - b. WRITTEN interpretations as a follow-up, not to exceed three (3) calendar days.
4. Due to security concern associated with a correctional facility, background checks on Employees of vendors who enter secure areas of the detention facilities may be required.
5. Vendor must be available Monday-Friday, after hours on weekends and Holidays as needed.
6. Vendor must have been in business for at least two years.
7. A list of a minimum of three (3) current references, other than Hidalgo County must be submitted with your bid for information, (i.e. nursing homes, clinics, doctor's offices...not individuals)--where like services have been performed. The bid should include, but not limited to the following:
 - a). Company
 - b). Contact Person
 - c). Phone Number
 - d). Worked Prefomed
 - e). Contract Term
8. A monthly report will be required by the vendor, which should include the number of x-rays done, with the names of the inmates and the nurse that ordered the x-ray. This report should also include the abnormal findings.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
Bid No: 2009-217-09-23-MEG

TERMS & CONDITION:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.
2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
4. Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.
5. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
6. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.
7. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
8. Hidalgo County reserves the right to award the bid to **MULTIPLE** bidders if the County Determines it is in its best interest to do so.
9. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).
10. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
12. 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.
13. The successful bidder will indemnify and hold harmless the County, and its officers, Officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
14. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
Bid No: 2009-217-09-23-MEG

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
Bid No: 2009-217-09-23-MEG

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb. Purchasing Agent, AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, SEPTEMBER 16, 2009 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M, SEPTEMBER 18, 2009.

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
Bid No: 2009-217-09-23-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if Applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification. (All backup documentation required to comply with the bid as stated herein will be attached to this offer page.)

TYPE OF SERVICE	AMOUNT
X-RAY INDIVIDUAL	\$
X-RAY DEVELOPMENT	\$
X-RAY READING AND REPORT TO FACILITY	\$
Set-up Fee per procedure: <u>(if applicable)</u>	\$
After Hours/Weekends/Holiday charges: <u>(if applicable)</u>	\$
TOTAL	\$

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR & BEEPER NO.'S: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PROD REP

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

- INSURER A
- 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 PERIODS INDICATED ON THE STANDARD AND REQUIREMENT FORM OR ENDORSEMENT OR ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED. IT MAY PERTAIN TO THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND LIMITS OF COVERAGE. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	DESCRIPTION	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERAGE	AMOUNT
A	GENERAL LIABILITY			Each Occurrence Limit	\$
				Per Occurrence Limit	\$
				Per Aggregate Limit	\$
				Per Person Limit	\$
				Per Family Limit	\$
B	AUTOMOBILE LIABILITY			Combined Single Limit	\$
				Per Person Limit	\$
				Per Family Limit	\$
				Per Occurrence Limit	\$
				Per Aggregate Limit	\$
C	EXCESS LIABILITY			Per Occurrence Limit	\$
				Per Aggregate Limit	\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			Per Employee Limit	\$
				Per Aggregate Limit	\$
				Per Occurrence Limit	\$
E	OTHER			Per Occurrence Limit	\$
				Per Aggregate Limit	\$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER
Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 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 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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p><small>This questionnaire reflects changes made to the law by H.B. 1491 80th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a)</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	OFFICE USE ONLY Date Received: _____	
<p>1 Name of person who has a business relationship with local governmental entity.</p> <p style="text-align: center;">_____</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p style="font-size: small;">This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p style="text-align: center;">_____</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="font-size: small; text-align: center;">Signature of person doing business with the governmental entity Date</p>		

Revised 09-29-2007

(Copy of receipt and this form must be submitted with bid)

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return):	
	Business name, if different from above:	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.):	Requester's name and address (optional):
City, state, and ZIP code:		
List account number(s) here (optional):		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> </table>										
OR										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> </table>										

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply, if you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

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

EXHIBIT "B"
VENDOR'S BID

Exhibit "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"MOBILE X-RAY SERVICES"
Bid No: 2009-217-09-23-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if Applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification. (All backup documentation required to comply with the bid as stated herein will be attached to this offer page.)

TYPE OF SERVICE	AMOUNT
X-RAY INDIVIDUAL	\$ 50.00
X-RAY DEVELOPMENT	\$ 0.00
X-RAY READING AND REPORT TO FACILITY	\$ 20.00
Set-up Fee per procedure: <u>(if applicable)</u>	\$ 0.00
After Hours/Weekends/Holiday charges: <u>(if applicable)</u>	\$ 0.00
TOTAL	\$ 70.00

BIDDER/COMPANY NAME: CALERA, INC., dba RIO GRANDE VALLEY MOBILE X RAYS

ADDRESS: 1421 SIOUX RD.

CITY/STATE/ZIP CODE: ALAMO, TX 78516

PHONE & FAX NO.'S: PHONE: (956) 783-9779 FAX: (956) 783-7437

CELLULAR & BEEPER NO.'S: (956) 460-5119

AUTHORIZED SIGNATURE: *Raul Calera* **OPENED**

PRINTED NAME: RAUL CALERA

TITLE: PRESIDENT

EMAIL: raul@rgvmxrays.com

10:08am
9-23-09

Witnessed

[Signature]

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2009

PRODUCER
 PHONE
 (956) 831-0331
 Texas Spirit Insurance Agency
 1306 N 23rd Street, Suite A
 McAllen, TX 78501

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
 Colera Inc. Dba: Rio Grande Valley Mobile X-Ray
 1421 Sloux Rd
 Alamo, TX 78516

INSURER A: LLOYDS OF LONDON
 INSURER B: TEXAS MUTUAL INSURANCE
 INSURER C:
 INSURER D:
 INSURER E:

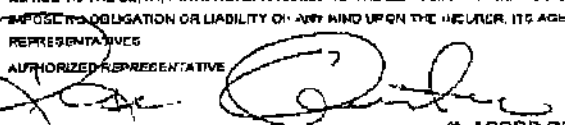
COVERAGES
 THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY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

LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	ACCIDENT PERIOD DATE (MM/DD/YYYY)	PER OCCURRENCE LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENE. AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	HGL8421209	9/1/2009	9/1/2010	FIRE DAMAGE (Any one fire) 1,000,000.00 MEDICAL (Any one person) 50,000.00 PERSONAL & ADV INJURY EXCLUDED GENERAL AGGREGATE 1,000,000.00 PRODUCTS - COMPREHENSIVE 3,000,000.00 INCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON OWNED AUTOS				OWNED SINGLE LIMIT (EO accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY - EA ACCIDENT EACH OCCURRENCE AGGREGATE
B	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE REDUCIBLE RETENTION	SBP-001176984	2/15/2009	2/15/2010	<input checked="" type="checkbox"/> WE STATU 100% LIMIT <input type="checkbox"/> OTHER E.L. EACH ACCIDENT 100,000.00 E.L. DISEASE - EA EMPLOYER 100,000.00 E.L. DISEASE - POLICY LIMIT 500,000.00
A	OTHER Professional Liability	HPS8421209	9/1/2009	9/1/2010	\$3,000,000.00 A \$1,000,000.00 E

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Mobile X-Ray Company
 ultrasounds and Ekg's
 each policy has a separate deductible of \$2,500.00 for each claim FOR GL and Professional Liab

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:
Hidalgo County
2802 S. Bus. Hwy. 281
Edinburg Texas 78539

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY ON ANY MIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE



ACORD CERTIFICATE OF LIABILITY INSURANCE		11/02/09
PRODUCER Roel Villanueva, Agent 702 W Expressway 83 Suite A Pharr TX 78570		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 CALERA, INC DBA Rio Grande Valley Mobile X-ray 1421 SIOUX RD ALAMO TX 78516		
INSURERS AFFORDING COVERAGE		
INSURER A: _____		NAIC #
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.

INSURANCE CLASS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<input type="checkbox"/> GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (FA-ACCIDENT) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP. (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIED PER:				PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY	R57-1836-B11-53M	08/11/09	02/11/10	COMBINED SINGLE LIMIT (Per accident) \$ 100
	<input type="checkbox"/> ANY AUTO	R52-1856-C11-530	09/11/09	03/11/10	BODILY INJURY (Per person) \$ 300
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	069-9888-C11-530	09/11/09	03/11/10	BODILY INJURY (Per accident) \$ 50
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY \$
	<input type="checkbox"/> UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED: Yes, describe under SPECIAL PROVISIONS below				INC. STAT. - JOYR. LIMIT / OTH. LBS.
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
	<input type="checkbox"/> OTHER				E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY 2802 S. BUS. HWY 281 EDINBURG TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <input type="checkbox"/> 10 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 _____

AI-18405

26.H.2.

**Award of bid - Mobile X-Ray Services
CC REGULAR**

Date: 11/10/2009
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contract document (approved to form by legal counsel) to the lowest bidder meeting all specifications and/or terms and conditions as attached hereto for "Hidalgo County Sheriff's Office-Mobile X-Ray Services"-Bid No. 2009-217-09-23-MEG.

BACKGROUND

Current Contract expires on 12/31/09
New Current Contract commence 01/01/2010

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-331
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
Available balance as of 11-6-09 \$52,704.42.

Attachments

Link: [Memo of Recommendation and Tabulation Sheet](#)
Link: [Service Contract](#)
Link: [Bid Recieved](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/05/2009 12:21 PM	APRV
2	Budget & Management	Erika Zamora	11/05/2009 04:15 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/06/2009 09:27 AM	APRV
4	Auditor's Office		11/06/2009 05:32 PM	NEW
Form Started By: Elena Gomez			Started On: 11/04/2009 04:04 PM	
Final Approval Date: 11/06/2009				



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 21, 2011

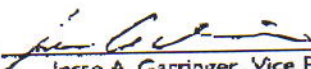
Jesse A. Garringer, Vice President
Henry Schoin, Incorporated
d/b/a Henry Schoin Matrix Medical
P.O. Box 3227 / 140 Crouch Commercial Court
Irmo, SC 29063
P (800) 845-3550 C (803) 622-7771

via email jesse.garringer@henryschoin.com
via facsimile (800) 533-4793
via certified mail
7099 3220 0002 9745 0362

Re: **Extension/Renewal of Contract No. C-09-386-12-21 - "Medical Supplies & Equipment" for Hidalgo County Sheriff's Office**

Dear Mr. Garringer:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (First 1st Year) of the additional two (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.senz@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: 
Jesse A. Garringer, Vice President

Date: 11-22-2011

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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. Senz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

cc: file



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/22/2011

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 Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390		
	E-MAIL ADDRESS:		
INSURED Henry Schein, Inc. DbA: Henry Schein Matrix Medical 135 Duryea Road Melville NY 11747 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Insurance Corporation		42404
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C: Noetic Specialty Insurance Co		17400
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570044451328 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> X LOC <input checked="" type="checkbox"/>			TB2621093363031	08/30/2011	08/30/2012	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$1,000,000
							PRODUCTS - COMP/OP AGG	Excluded
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AS2-621-093363-041	08/30/2011	08/30/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA762D093363011	08/30/2011	08/30/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Products Liab			N11NY380057 SIR applies per policy terms & conditions	08/30/2011	08/30/2012	Aggregate	\$1,000,000
							Per Occurrence	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Bid No. 2009-10-07-SGS. County of Hidalgo is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability, Automobile Liability and Products Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County 2812 S. Business Highway 281 Edinburg TX 78539 USA	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 <i>Aon Risk Services Northeast, Inc.</i>

Certificate No : 570044451328



STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO
SERVICE CONTRACT
C-09-386-12-22**

This **AMENDMENT** to the **CONTRACT** between **Henry Schein, Inc d/b/a Henry Schein Matrix Medical** (the "Vendor") and **Hidalgo County** (the "County"), effective the **2nd** day of **March, 2010**, is made between the Vendor and the County, (the "Amendment"), as follows:

WHEREAS, Vendor and County entered into an Contract on December 22, 2010 (the "Contract") in which the Vendor agreed to provide: "**Medical Supplies & Equipment**" for **Hidalgo County Sheriff's Office** (the "Project");

WHEREAS, due to the need to change the current contract with the multi-awarded vendor for the Project to include additional items to Exhibit B-Vendor's Bid & Itemized Tabulation Sheet, inasmuch the awarded vendor for the additional items selected did not accept the bid award, the parties now desire to amend the Contract;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Vendor and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Vendor and County hereby agree to the following Amendment to the Contract:

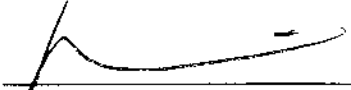
1. The following is hereby added to **Exhibit B-Vendor's Bid & Itemized Tabulation**:

SPUFFLE PLASTIC ¼ OZ SQUAT CUPS	\$0.85
SOF-KLING CONFIRMING BANDAGE 3"X4" 1 YD	\$7.45
STERILE EYE PADS, OVAL 2c"X 2c"	\$50.41
KERLIZ 16 OZ	\$0.68

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Vendor and County ratify and confirm the terms and provisions of the Contract as amended.


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

HIDALGO COUNTY




Rene A. Ramirez, County Judge

ATTEST:



Arturo Guajardo, Jr., County Clerk

**Henry Schein, Incorporated d/b/a
Henry Schein Matrix Medical**



Authorized Signature

Title: VICE PRESIDENT

Approved as to Form:
Atlas & Hall, L.L.P.



Stephen L. Crain, Attorney

approved by the State of Texas under the Third Call of Proposition Three funding.

L. Sheriff's Office

approved 1. **AI-20138** A. Recommending rescission of Commissioners Court action of 12-22-09 awarding low bid items with approval of contract (as yet unexecuted by either party) to QuadMed, Inc. in connection with project: "Medical Supplies & Equipment" for the Hidalgo County Sheriff's Office inasmuch as QuadMed will not accept partial award of items;

approved B. Recommending award of items (refused by QuadMed, Inc.) to the two other participating and contracted vendors for the same project:
a) Henry Schein, Inc. d/b/a Henry Schein Matrix Medical-C-09-386-12-22;
b) United Medical Supplies, Incorporated-C-09-386C-12-22;
including approval of "Amendments" to the existing contracts to reflect the additional bid items awarded herein for:"Medicial Supplies & Equipment" for Hidalgo County Sheriff's Office.

M. Juvenile Probation

approved 1. **AI-20085** Requesting authority to advertise a sealed procurement project for: Legend and Non-legend Pharmaceuticals and/or Medical Supplies for the Juvenile Probation Department with specifications to follow the basic format as those for both Hidalgo County Sheriff and Adult Probation (i.e. discount off of Average Wholesale Price) with final approval of packet to be made by Israel "Buddy" Silva, Executive Department Director. (BID NO 2010-093-00-00-MEG)

N. Co. Wide

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

24. Adjourn

AI-20138

23.L.1.

HCSO-Amendment-C-09-386-12-22 & C-09-386C-12-22-Medical Supplies & Equipment
CC REGULAR

Date: 03/02/2010

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Sub-category: Sheriff's Office

Information

CAPTION

A. Recommending recission of Commissioners Court action of 12-22-09 awarding low bid items with approval of contract (as yet unexecuted by either party) to QuadMed, Inc. in connection with project: "Medical Supplies & Equipment" for the Hidalgo County Sheriff's Office inasmuch as QuadMed will not accept partial award of items;

B. Recommending award of items (refused by QuadMed, Inc.) to the two other participating and contracted vendors for the same project:

a) Henry Schein, Inc. d/b/a Henry Schein Matrix Medical-C-09-386-12-22;

b) United Medical Supplies, Incorporated-C-09-386C-12-22;

including approval of "Amendments" to the existing contracts to reflect the additional bid items awarded herein for:"Medicial Supplies & Equipment" for Hidalgo County Sheriff's Office.

BACKGROUND

Amendments

Contract Documents

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 0-1100-423-21-280-002-0-604/664

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 2-26-10

Object code 604 \$208,540.00

Object code 664 \$ 4,298.32

Attachments

Link: [Amendment-Henry Schein Inc](#)

Link: [Contract #C-09-386-12-22-Henry Schein Matrix Med-HCSO](#)

Link: [Amendment-United Medical Supp](#)

Link: [Contract# C-09-386C-12-22-United Medical Supp-HCSO](#)

Link: [Email by QuadMed-Non-Acceptance & Execution of Contract](#)

Link: [Acceptance of Amendment by Henry Schein Matrix Med-C-09-386-12-22](#)

Link: [Acceptance of Amendment by United Medical Supp Inc-C-09-386C-12-22](#)

Link: [12-22-09-CC Minutes](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2010 02:06 PM	APRV
2	Budget & Management	Erika Zamora	02/26/2010 02:20 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/26/2010 02:58 PM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW
Form Started By: Letty Saenz			Started On: 02/25/2010 04:14 PM	
Final Approval Date: 02/26/2010				

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-386-12-22

THIS CONTRACT is made and entered into this **22nd** day of **December, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Henry Schein, Incorporated**, a **New York Corporation d/b/a Henry Schein Matrix Medical** (the "Company").

WHEREAS, Company responded to advertised notices for bids for "**Medical Supplies and Equipment**" (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **December 22, 2009** and expiring on **December 21, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

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

If to Company: Henry Schein, Incorporated
 d/b/a Henry Schein MatrX Medical
 Attn: Jesse A. Garringer, Vice President
 P. O. Box 3227 / 140 Crouch Commercial Court
 Irmo, SC 29063

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

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

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

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

WITNESS our hands in duplicate originals this 22nd day of December, 2009.

APPROVED AS TO FORM

Atty. & H. II, LLP
By: *[Signature]*

COUNTY OF HIDALGO

ATTEST:

By: *[Signature]*
Rene A. Ramirez, County Judge

[Signature]
Arturo Guajardo, Jr., County Clerk *aw*

COMPANY: Henry Schein, Incorporated
d/b/a **Henry Schein MatrX Medical**

By: *[Signature]*
Printed Name: Jesse A. Garringer
Title: Vice President

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS**

1. Request For Bid Letter, consist of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
(Page 8 must be submitted with bid)
3. Exhibit "A" Specifications and Bid Sheets consisting of 5 pages.
4. Exhibit "B" Bid Page, consists of 4 pages.
(Must be submitted with bid)
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
(Must be submitted with bid)
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
(Must be submitted with bid)
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
(Must be submitted with bid)
8. Draft Requirements Agreement consisting of 4 pages.
9. Certification Regarding Debarment 1 pages.
(Must be submitted with bid)

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

Date



PURCHASING DEPARTMENT
County Of Hidalgo

September 18, 2009
(Company's Name and Address)

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -"MEDICAL SUPPLIES AND EQUIPMENT"
Bid No: 2009-386-10-07-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "MEDICAL SUPPLIES AND EQUIPMENT"

BID NO.: 2009-386-10-07-SGS

**BID OPENING DATE:
OCTOBER 07, 2009**

Contact Person:

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

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 2009-386-10-07-SGS

1. Sealed bids will be received for HIDALGO COUNTY – “MEDICAL SUPPLIES AND EQUIPMENT” in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-386-10-07-SGS HIDALGO COUNTY- “MEDICAL SUPPLIES AND EQUIPMENT”** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., October 07, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BID-2009-386-10-07-SGS HIDALGO COUNTY- “MEDICAL SUPPLIES AND EQUIPMENT”** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626
16. **BILLING AND PAYMENT INSTRUCTIONS:**
 - . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

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

17. **Schedule of Events**

Bid Opening, 9:30 AM	<u>October 07, 2009</u>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

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

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

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

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

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

19. **Ethical Standards:**

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

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

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

20. **Disclosure of Conflict of Interest**

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: -2009-386-10-07-SGS

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

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

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

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

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

(Must be submitted with Bid Packet)

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

SCOPE OF SERVICES:

Hidalgo County is requesting to obtain Medicals Supplies and Equipment on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542. Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of Medical Supplies and Equipment through out the contract period on an **"AS NEEDED BASIS"** only. Medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

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 Medical Supplies and Equipment.

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.

All bids are for new equipment or merchandise unless otherwise specified.

Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

REQUIREMENTS:

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

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

The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances.

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

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

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

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. The contract shall remain in effect until: a) the contract expires b) delivery/completion of services ordered, or c) Terminated by County with thirty (30) days written notice prior to the cancellation.
4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.
7. Insurance requirements for this project to be maintained through out the contract term. (Refer to limits on the Exhibit C, Insurance Requirements).
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
9. Hidalgo County reserves the right to seek purchases for "Medical Supplies & Equipment" from State Awarded contracts whenever it is in the County's best interest to do so.
10. Hidalgo County reserves the right to award on an "all or none basis".
11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
12. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all
 - Orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

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, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, SEPTEMBER 30, 2009 by 5:00 P.M. Responses will be sent to all applicants via facsimile or via e-mail by no later than, **OCTOBER 02, 2009 by 5:00 P.M**

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS RY	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC SAME		BRAND- GENERIC-
7	HYDROGEN PEROXIDE OTC SAME H2O2		BRAND- GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLs=20 GALS	
9	ALCOHOL PREP PADS OTC	50 BOXES	
10	IV CANNULAS OTC	150 CANNULAS	
11	IV START KITS OTC	150 KITS	
12	STERILE H2O OTC	200 BOTTLES	
13	NS FOR IRRIGATION OTC		
14	IV POLES OTC	2	
15	IV TUBING OTC	150 SETS	
16	SPUFFLE PLASTIC 1/2 OZ. PLASTIC SQUAT CUPS OTC	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOFT-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL. 2e" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL. DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1 1/2" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2 3/4" X 1/2"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
 "MEDICAL SUPPLIES AND EQUIPMENT"
 BID NO: 2009-386-10-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
 INCOMPLETE submittals shall be considered a probable cause for disqualification.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
% above AWP	\$
% below AWP	\$
Generic Brand	
% above AWP	\$
% below AWP	\$
Regular business hours are from	_____ a.m. to _____ p.m.

Item 2

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

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS <i>RX</i>	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC		BRAND-
	SAME		GENERIC-
7	HYDROGEN PEROXIDE OTC		BRAND-
	SAME H2O2		GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLs=20 GALS	
9	ALCOHOL PREP PADS <i>OTC</i>	50 BOXES	
10	IV CANNULAS <i>OTC</i>	150 CANNULAS	
11	IV START KITS <i>OTC</i>	150 KITS	
12	STERILE H2O <i>OTC</i>	200 BOTTLES	
13	NS FOR IRRIGATION <i>OTC</i>		
14	IV POLES <i>OTC</i>	2	
15	IV TUBING <i>OTC</i>	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS <i>OTC</i>	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE-50 ROLLS	
34	SELF ADHERING GAUZE 12" X 10" YDS X 1" W	12/BOX- 10 BOXES	
35	STERILE EYE PADS. OVAL 2c" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1 1/4" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2 3/4" X 1/2"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE-5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

(Must be submitted with Bid Packet)

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

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

INSURER A:

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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				LIABILITY DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				PER PERSON (Any one person) \$
	<input type="checkbox"/> OWNERS & CONT. PROF				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	GEN'L AGGR-GATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC.				PRODUCTS - COMP'ND \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE EA EMPLOYEE \$
	OTHER				E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

- 1. Licenses: _____
- 2. Bonds: _____
- 3. Certificates: _____
- 4. Permits: _____
- 5. Other: _____

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1497, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <p style="font-size: small; margin-top: 5px;">Date Received</p>	
<p>1 Name of person who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: x-small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; margin: 10px 0;">_____</p> <p style="text-align: center; font-size: x-small;">Name of Officer</p> <p style="font-size: x-small;">This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center; margin: 20px 0;">_____</p> <p style="font-size: x-small; text-align: center;">Signature of person doing business with the governmental entity Date</p>		

Adopted 05/25/2007

(Copy of receipt and this form must be submitted with bid)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

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



PURCHASING DEPARTMENT
County Of Hidalgo

September 24, 2009

RE: ADDENDUM NO.1

RFB No: 2009-386-10-07-SGS
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1**, in connection with "**HIDALGO COUNTY SHERIFF'S OFFICE** Request for Bids for "**MEDICAL SUPPLIES AND EQUIPMENT**".

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for "**HIDALGO COUNTY SHERIFF'S OFFICE- "MEDICAL SUPPLIES AND EQUIPMENT."**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

Firm Name

MLS/sgs
Enclosures

ADDENDUM NO. 1

September 24, 2009

**HIDALGO COUNTY SHERIFF'S OFFICE-
"MEDICAL SUPPLIES AND EQUIPMENT"
RFB No. 2009-386-10-07-SGS**

BID OPENING DATE: OCTOBER 07, 2009 @ 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. Please Delete/Omit: page 1 of 4 of Exhibit "B" Note Corrections.
2. See Attached Bid Page (page 2 and 3). Please add this **ADDENDUM NO. 1** to your Bid so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of
ADDENDUM NO. 1 dated, SEPTEMBER 24, 2009 RFB NO.: 2009-386-10-07-SGS
**HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND
EQUIPMENT".**

Printed Proposer Name

Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER
TO COMPLETE YOUR PROPOSAL PACKET.**

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS RY	100 TESTS/BTL = 5 BOTTLES	
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	
5	ETOH PREP OTC	10 BOXES	
6	ALCOHOL ISOPROPYL 70% OTC		
7	HYDROGEN PEROXIDE OTC		
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS.=20 GALS	
9	ALCOHOL PREP PADS OTC	50 BOXES	
10	IV CANNULAS OTC	150 CANNULAS	
11	IV START KITS OTC	150 KITS	
12	STERILE H2O OTC	200 BOTTLES	
13	NS FOR IRRIGATION OTC		
14	IV POLES OTC	2	
15	IV TUBING OTC	150 SETS	
16	SPUFFLE PLASTIC ¼ OZ. PLASTIC SQUAT CUPS OTC	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 1/4"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 1/4"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2c" X 2c"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1 1/4" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2 1/4" X 1/2"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
VENDOR'S BID
&
Itemized Bid Tabulation for
Henry Schein, Inc. d/b/a
Henry Schein Matrix Medical

**HIDALGO COUNTY SHERIFF'S OFFICE
 "MEDICAL SUPPLIES AND EQUIPMENT"
 BID NO.: 2009-386-10-07-SGS**

AWARDED ITEMS TO HENRY SCHEIN MEDICAL.

DESCRIPTION ITEMS	PRICE
MULTISTIX 10 SG. DIB AND READ TESTS	\$48.45
ALCOHOL ISOPROPYL 70 %	\$ 0.95
LINDANE SHAMPOO 1 %	\$ 124.37
ALCOHOL PREP PADS	\$ 0.92
STERILE H2O	\$0.95
NS FOR IRRIGATION	\$1.02
IV TUBING	\$1.19
N-95 RESPIRATOR MASKS	\$7.11
SOFT PROCEDURE MASKS W/EAR LOOP	\$1.95
ULTRA SOUND GEL	\$0.95
SUTURE SETS	\$144.49
SUTURE REMOVAL KITS	\$22.01
COLOSTOMY DRAINABLE POUCHES SIZE 2 3/4	\$38.85

DIAGNOSTIC PEN LIGHTS	\$4.79
COTTON TIP APPLICATORS 6" NON-STERILE	\$2.55
SYRINGES WITH NEEDLES 5 cc GUAGE 1"	\$12.51
SCAPLE STERILE STAINLESS	\$3.79
TONGUE BLADE DEPRESSORS	\$28.61
TELA PADS 3"X4" ADHESIVE	\$5.69
BAND AIDS 1"X3"	\$1.01
BUTTERFLY STRIPS LARGE 2 3/4 X 1/2"	\$1.42
ALCOHOL PREPS WEBCOL	\$0.92
KY JELLY OR EQUAL	\$0.80
SPHYGMOMANOMETERS ANERIOD LARGE RESISTANCE KING	\$7.07
TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	\$142.01
IRRIGATION EYE SOLUTION	\$1.25
EXPANDOVER ELASTIC MEDICAL TAPE 1"X 5YDS	\$25.08
QUICK ICE INSTANT COLD	\$5.91

EXHIBIT "B"
 "MEDICAL SUPPLIES AND EQUIPMENT"
 BID NO: 2009-386-10-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
 INCOMPLETE submittals shall be considered a probable cause for disqualification.

Item 1

AWP (Average Wholesale Price)	
Brand Name	
0 % above AWP	\$ 0 —
100 % below AWP	\$ 1,020.74
Generic Brand	
0 % above AWP	\$ —
100 % below AWP	\$ —
Regular business hours are from	<u>8</u> a.m. to <u>6</u> p.m.

Item 2

Blanket discount for non-prescription drugs and related infirmatory medical supplies	<u>10.5</u> %
Regular business hours are from	<u>8</u> a.m. to <u>6</u> p.m.

Henry Selim Mahant

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS <i>RX</i>	100 TESTS/BTL = 5 BOTTLES	<i>48.55</i>
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	<i>90.31</i>
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	<i>1.55</i>
4	KERLIZ OTC	50 ROLLS	<i>.68</i>
5	ETOH PREP OTC	10 BOXES	<i>No BID</i>
6	ALCOHOL ISOPROPYL 70% OTC		<i>.95</i>
7	HYDROGEN PEROXIDE OTC		<i>.57</i>
8	LINDANE SHAMPOO 1% OTC	GALLON BTLs=20 GALS	<i>124.37</i>
9	ALCOHOL PREP PADS <i>OTC</i>	50 BOXES	<i>.92</i>
10	IV CANNULAS <i>OTC</i>	150 CANNULAS	<i>1.25</i>
11	IV START KITS <i>OTC</i>	150 KITS	<i>.89</i>
12	STERILE H2O <i>OTC</i>	200 BOTTLES	<i>.95</i>
13	NS FOR IRRIGATION <i>OTC</i>		<i>1.02</i>
14	IV POLES <i>OTC</i>	2	<i>34.85</i>
15	IV TUBING <i>OTC</i>	150 SETS	<i>1.19</i>
16	SPUFFLE PLASTIC 1/4 OZ. PLASTIC SQUAT CUPS <i>OTC</i>	1M/BOX = 10 BOXES	<i>.85</i>
17	STAPLE REMOVER KITS	25 KITS	<i>3.70</i>
18	STERILE COTTON APPLICATOR SWABS	10 CASES	<i>16.61</i>
19	N-95 RESPIRATOR MASKS	75 BOXES	<i>7.11</i>
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		<i>1.95</i>
21	WELCH PROBE COVERS	150 BOXES	<i>7.87</i>
22	ULTRA SOUND GEL	10 TUBES	<i>.95</i>
23	SYRINGES WITH NEEDLES	100 BOXES	<i>6.65</i>
24	LIFESCAN UNISTIX	250 BOXES	<i>14.49</i>
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	<i>.53</i>
26	SUTURE SETS	10 BOXES	<i>144.49</i>
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	<i>22.01</i>
28	SUTURES	10 BOXES	<i>54.83</i>

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 1/4"	10 BOXES	38.85
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 1/4"	10 BOXES	42.65
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	4.79
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	2.55
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	7.45
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	4.57
35	STERILE EYE PADS, OVAL 2c" X 2c"	50/12 CTNS / CASE = 2 CASE	50.41
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	12.51
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	3.79
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	2.13
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	28.61
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	5.69
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	1.01
42	BUTTERFLY STRIPS MED. 1 1/4" X 3/8"	100/BOX = 5BOXES	4.55
43	BUTTERFLY STRIPS LARGE 2 1/4" X 1/2"	100/BOX= 5 BOXES	1.42
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	.92
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	1.80
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		7.07
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	142.01
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	1.25
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	36.73
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	25.08
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	5.91

OPENED

10:05am
 10-07-09

Witnessed

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: Henry Schein Matrix Medical
ADDRESS: PO Box 3227
CITY/STATE/ZIP CODE: LRMO, SC 29063
PHONE & FAX NO.'S: PH# 800 845 3550 FAX 800 533-4793
CELL PHONE: 803 622 7771
AUTHORIZED SIGNATURE: [Signature]
PRINTED NAME: JESSE A. GARRINGER
TITLE: VICE PRESIDENT
EMAIL ADDRESS: JESSE.GARRINGER@HENRYSCHEIN.COM

(Must be submitted with Bid Packet)

EXHIBIT "C"
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2009

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

INSURED
Henry Schein, Inc.
Oba: Henry Schein Matrix Medical
135 Duryea Road
Melville NY 11747 USA

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		NAIC #
INSURER A:	Liberty Insurance Corporation	42404
INSURER B:	Liberty Mutual Fire Ins Co	23035
INSURER C:	Liberty Mutual Insurance Co.	23043
INSURER D:	Noetic Specialty Insurance Co	17400
INSURER E:		

COVERAGES SIR applies per terms and conditions of the policy

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS SHOWN ARE AS REQUESTED	
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	TB2621093363039	08/30/2009	08/30/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS - COMP/OP AGG	Excluded
C		AUTOMOBILE LIABILITY <input checked="" 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	AS2-621-093363-049	08/30/2009	08/30/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						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 <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE:	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WA7620093363019	08/30/2009	08/30/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
D		OTHER Products Liab	N09NY380017	08/30/2009	08/30/2010	Aggregate	\$1,000,000
						Per Occurrence	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 County of Hidalgo is named as additional insured on the above policies with respect to bid# 2009-10-07-SGS.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Highway Bus. 281
Edinburg TX 78539 USA

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 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: *Aon Risk Services Northeast Inc*

The ACORD name and logo are registered marks of ACORD

Holder Identifier : 570037086831 Certificate No : 570037086831

AI-19020**42.Z.0.****HCSO-Multiple Award-Medical Supplies And Equipment
CC REGULAR****Date:** 12/22/2009**Submitted By:** Sandy Suarez, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** Sheriff's Office**Information****CAPTION**

Presentation of bids received for the purpose of award and approval of contract documents to multiple vendors submitting the lowest bids meeting all specifications and/or requirements for: Hidalgo County Sheriff's Office-"Medical Supplies And Equipment"-RFB:2009-386-10-07-SGS

BACKGROUND

1. New contract to commence on December 22, 2009.
2. Recommended multiple vendors: Henry Schein Matrix Medical; San Juan Pharmacy, Quad Med, Inc., United Medical Supplies.
3. Contract Document was reviewed and approved by legal counsel as to form.

Fiscal Impact**FISCAL YEAR:** 2009**ACCT. #:** 9-1100-423-21-280-002-0-604**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Sheriff's Office- Funding for these items is a follow:

9-1100-423-21-280-002-0-664 \$626.99 As of 12/16/09

FISCAL YEAR: 2009**ACCT. #:** 9-1100-423-21-280-002-0-664**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Sheriff's Office-Funding for these items is as followed:

9-1100-423-21-280-002-0-664 \$36,912.36 As of 12/16/09

AttachmentsLink: [Recommendation, tabulation, participation](#)Link: [Contract Document-Henry Schein Inc dba Henry Schein Matrix](#)Link: [Email-apprvd as to form-Henry Schein Inc](#)Link: [Contract Document-Velacorp Pharmacists Inc dba San Juan Pharmacy](#)Link: [Email-apprvd as to form-San Juan Pharmacy](#)Link: [Contract Document-QuadMed Inc](#)Link: [Email-apprvd by legal counsel-QuadMed Inc](#)Link: [Contract Document-United Medical Supplies Inc](#)Link: [Email-apprvd by legal counsel-United Medical Supplies Inc](#)



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 21, 2011

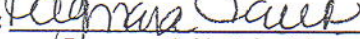
Dagmara Galik, Sales Manager
United Medical Supplies, Incorporated
25 Craig Place
North Plainfield, Nj 07060
P (908) 757-0075 F (908) 757-0079

via email info@unitedmeds.com
via facsimile (908) 757-0079
via certified mail
7099 3220 0002 9745 0386

Re: **Extension/Renewal of Contract No. C-09-386C-12-22--"Medical Supplies & Equipment" for Hidalgo County Sheriff's Office**

Dear Mr. Galik:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **(First 1st Year)** of the additional two (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: 
Dagmara Galik, Sales Manager

Date: 11/21/11

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2011

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 All Point Insurance Agency 1 Kinderkamack Road Hackensack NJ 07601	CONTACT NAME: Patrick Amais PHONE (A/C, No, Ext): (201) 487-8710 FAX (A/C, No): (201) 487-8711 E-MAIL ADDRESS: Patrick@allpointinsurance.com																					
INSURED United Medical Supplies Inc 25 Craig Place Ste 4 Plainfield NJ 07060	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>CNA Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Preferred Mutual Ins. Company</td> <td>15024</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	CNA Insurance Company		INSURER B:	Preferred Mutual Ins. Company	15024	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	CNA Insurance Company																					
INSURER B:	Preferred Mutual Ins. Company	15024																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** CL11112209632 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			B4017620175	7/25/2011	7/25/2012	EACH OCCURRENCE	\$ 1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000		
							PRODUCTS - COMP/OP AGG	\$ 2,000,000		
								\$		
B	AUTOMOBILE LIABILITY			PCA0100709463	11/30/2011	11/30/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$		
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								Uninsured motorist Bl split limit	\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$		
	EXCESS LIAB						AGGREGATE	\$		
	DED							\$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC417706098	7/25/2011	7/25/2012	WC STATUTORY LIMITS	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						N/A	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Coverages are subject to Terms, Conditions and Exclusions on the policy(s).

CERTIFICATE HOLDER Hidalgo County Purchasing Department 2812 South Business Hwy 281 New Administration Building 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
--	--

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-386C-12-22

THIS CONTRACT is made and entered into this **22nd** day of **December, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **United Medical Supplies, Incorporated a, New Jersey Corporation** (the "Company").

WHEREAS, Company responded to advertised notices for bids for **“Medical Supplies and Equipment”** (the "Services"); and

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

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

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the

Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **December 22, 2009** and expiring on **December 21, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

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

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

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

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

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

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

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

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

If to Company: United Medical Supplies, Incorporated
 Attn: Dagmara Galik, Sales Manager
 25 Craig Place
 North Plainfield, NJ 07060

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

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

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

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

WITNESS our hands in duplicate originals this 22nd day of December, 2009.

APPROVED AS TO FORM

Atty & Hill, LLP
By: *SH*

COUNTY OF HIDALGO

ATTEST:

By: *R.A.M.*
Rene A. Ramirez, County Judge

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk
am

COMPANY:
United Medical Supplies, Incorporated

By: *Dagmara Galik*
Printed Name: Dagmara Galik
Title: Sales Manager

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS**

1. Request For Bid Letter, consist of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
(Page 8 must be submitted with bid)
3. Exhibit "A" Specifications and Bid Sheets consisting of 5 pages.
4. Exhibit "B" Bid Page, consists of 4 pages.
(Must be submitted with bid)
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
(Must be submitted with bid)
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
(Must be submitted with bid)
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
(Must be submitted with bid)
8. Draft Requirements Agreement consisting of 4 pages.
9. Certification Regarding Debarment 1 pages.
(Must be submitted with bid)

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

Date



PURCHASING DEPARTMENT
County Of Hidalgo

September 18, 2009
(Company's Name and Address)

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -"MEDICAL SUPPLIES AND EQUIPMENT"
Bid No: 2009-386-10-07-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "MEDICAL SUPPLIES AND EQUIPMENT" BID NO.: 2009-386-10-07-SGS

**BID OPENING DATE:
OCTOBER 07, 2009**

Contact Person:

Martha I. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 2009-386-10-07-SGS

1. Sealed bids will be received for **HIDALGO COUNTY – “MEDICAL SUPPLIES AND EQUIPMENT”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-386-10-07-SGS HIDALGO COUNTY- “MEDICAL SUPPLIES AND EQUIPMENT”** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., October 07, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BID-2009-386-10-07-SGS HIDALGO COUNTY- “MEDICAL SUPPLIES AND EQUIPMENT”** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

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

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

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

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

17. **Schedule of Events**

Bid Opening, 9:30 AM	<u>October 07, 2009</u>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

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

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

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

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

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

19. **Ethical Standards:**

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

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

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

20. **Disclosure of Conflict of Interest**

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: -2009-386-10-07-SGS

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

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

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

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

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

(Must be submitted with Bid Packet)

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

SCOPE OF SERVICES:

Hidalgo County is requesting to obtain Medicals Supplies and Equipment on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542. Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of Medical Supplies and Equipment through out the contract period on an **"AS NEEDED BASIS"** only. Medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

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 Medical Supplies and Equipment.

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.

All bids are for new equipment or merchandise unless otherwise specified.

Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

REQUIREMENTS:

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

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

The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all Instances.

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

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

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

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. The contract shall remain in effect until: a) the contract expires b) delivery/completion of services ordered, or c) Terminated by County with thirty (30) days written notice prior to the cancellation.
4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.
7. Insurance requirements for this project to be maintained through out the contract term. (Refer to limits on the Exhibit C, Insurance Requirements).
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
9. Hidalgo County reserves the right to seek purchases for "Medical Supplies & Equipment" from State Awarded contracts whenever it is in the County's best interest to do so.
10. Hidalgo County reserves the right to award on an "all or none basis".
11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
12. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all
 - Orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

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, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, SEPTEMBER 30, 2009 by 5:00 P.M. Responses will be sent to all applicants via facsimile or via e-mail by no later than, OCTOBER 02, 2009 by 5:00 P.M

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS RY	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC SAME		BRAND- GENERIC-
7	HYDROGEN PEROXIDE OTC SAME H2O2		BRAND- GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLs--20 GALS	
9	ALCOHOL PREP PADS OTC	50 BOXES	
10	IV CANNULAS OTC	150 CANNULAS	
11	IV START KITS OTC	150 KITS	
12	STERILE H2O OTC	200 BOTTLES	
13	NS FOR IRRIGATION OTC		
14	IV POLES OTC	2	
15	IV TUBING OTC	150 SETS	
16	SPUFFLE PLASTIC ¼ OZ. PLASTIC SQUAT CUPS OTC	1M/BOX = 10 BOXFS	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOFT-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12" X 10" YDS X 1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2c" X 2c"	50/12 CTNS / CASE = 2 CASE.	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1 1/2" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2 1/4" X 1/2"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANERO'D LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/RTI. = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICAL TAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
% above AWP	\$
% below AWP	\$
Generic Brand	
% above AWP	\$
% below AWP	\$
Regular business hours are from	_____ a.m. to _____ p.m.

Item 2

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

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS RX	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC		BRAND- GENERIC-
	SAME		GENERIC-
7	HYDROGEN PEROXIDE OTC		BRAND- GENERIC-
	SAME H2O2		GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLs = 20 GALS	
9	ALCOHOL PREP PADS OTC	50 BOXES	
10	IV CANNULAS OTC	150 CANNULAS	
11	IV START KITS OTC	150 KITS	
12	STERILE H2O OTC	200 BOTTLES	
13	NS FOR IRRIGATION OTC		
14	IV POLES OTC	2	
15	IV TUBING OTC	150 SETS	
16	SPUFFLE PLASTIC 1/2 OZ. PLASTIC SQUAT CUPS OTC	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 1/4"	10 BOXES	
30	STOMACHESIVE FLEXIBLE WAFERS SIZE - 2 1/4"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOFT-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12" X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2e" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1 1/2" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2 1/4" X 1/2"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICAL TAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

(Must be submitted with Bid Pocket)

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER _____ 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 _____

INSURER A: _____

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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERAGE LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any of the above) \$
	<input type="checkbox"/> CLAIMS MADE - OCCUR				PER OCCURRENCE (Any of the above) \$
	<input type="checkbox"/> OWNERS & CONTRACTOR				PER OCCURRENCE (Any of the above) \$
	<input type="checkbox"/> OWNERS & PROTECTIVE LIABILITY				PER OCCURRENCE (Any of the above) \$
	GENERAL AGGREGATE LIMIT APPLIES TO THIS POLICY <input type="checkbox"/> PRODUCT <input type="checkbox"/> LOC.				AGGREGATE \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (E & B) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per occurrence) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NONOWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> IN EXCESS OF				\$
	RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				INC. STATE <input type="checkbox"/> OTHER POLICY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE EA EMPLOYEE \$
	OTHER				E.L. DISEASE POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 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 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
--	-------------------------------------	---

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

- 1. Licenses: _____
- 2. Bonds: _____
- 3. Certificates: _____
- 4. Permits: _____
- 5. Other: _____

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p><small>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</small></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p style="text-align: center; font-weight: bold; font-size: small;">OFFICE USE ONLY</p> <p style="font-size: x-small;">Date Received</p>	
<p>1 Name of person who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: x-small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; font-size: x-small;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="font-size: x-small;">Signature of person doing business with the governmental entity _____ Date _____</p>		

Adopted 09-29-2007

(Copy of receipt and this form must be submitted with bid)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

**Request for Taxpayer
 Identification Number and Certification**

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 9832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein, and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

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



PURCHASING DEPARTMENT
County Of Hidalgo

September 24, 2009

RE: **ADDENDUM NO.1**

RFB No: **2009-386-10-07-SGS**
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1**, in connection with "**HIDALGO COUNTY SHERIFF'S OFFICE** Request for Bids for "**MEDICAL SUPPLIES AND EQUIPMENT**".

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet **LEGAL NOTICE** page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL. TO: sandy.suarez@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for "**HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND EQUIPMENT."**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

Firm Name

MLS/sgs
Enclosures

ADDENDUM NO. 1

September 24, 2009

**HIDALGO COUNTY SHERIFF'S OFFICE-
"MEDICAL SUPPLIES AND EQUIPMENT"
RFB No. 2009-386-10-07-SGS**

BID OPENING DATE: OCTOBER 07, 2009 @ 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. Please Delete/Omit: page 1 of 4 of Exhibit "B" Note Corrections.
2. See Attached Bid Page (page 2 and 3). Please add this **ADDENDUM NO. 1** to your Bid so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of
ADDENDUM NO. 1 dated, SEPTEMBER 24, 2009 RFB NO.: 2009-386-10-07-SGS
**HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND
EQUIPMENT".**

Printed Proposer Name

Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER
TO COMPLETE YOUR PROPOSAL PACKET.**

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS RA	100 TESTS/BTL. = 5 BOTTLES	
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	
5	ETOH PREP OTC	10 BOXES	
6	ALCOHOL ISOPROPYL 70% OTC		
7	HYDROGEN PEROXIDE OTC		
8	LINDANE SHAMPOO 1% OTC	GALLON BTLs=20 GALS	
9	ALCOHOL PREP PADS OTC	50 BOXES	
10	IV CANNULAS OTC	150 CANNULAS	
11	IV START KITS OTC	150 KITS	
12	STERILE H2O OTC	200 BOTTLES	
13	NS FOR IRRIGATION OTC		
14	IV POLES OTC	2	
15	IV TUBING OTC	150 SETS	
16	SPUFFLE PLASTIC 1/4 OZ. PLASTIC SQUAT CUPS OTC	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASF = 10 CASES	
28	SUTURES	10 BOXES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOE-KLING CONFIRMING BANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12" X 10" YDS X 1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2c" X 2c"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1 1/4" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2 3/4" X 1/2"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(10)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICAL TAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
VENDOR'S BID
&
Itemized Bid Tabulation for
United Medical Supplies, Incorporated

**HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
- BID NO.: 2009-386-10-07-SGS**

AWARDED ITEMS TO UNITED MEDICAL SUPPLIES

DESCRIPTION ITEMS	PRICE
IV START KITS	\$0.695
IV POLES	\$18.56
STAPLE REMOVER KITS	\$ 1.106
LIFESCAN UNISTIX	\$ 12.66
SUTURES	\$ 616.93
STOMAHESIVE FLEXIBLE WAFERS SIZE 2 3/4	\$4.199

Amulet

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. D/B AND READ TESTS RX	100 TESTS/BTL - 5 BOTTLES	NO BID
2	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	NO BID
3	TOE NAIL CLIPPERS SMALL. PATTERSON MEDICAL #556284	0 ITEMS	6.786/ea
4	KERLIZ OTC KENDALL #KND 3324	50 ROLLS	2.106/ea
5	ETOH PREP OTC	10 BOXES	NO BID
6	ALCOHOL ISOPROPYL 70% OTC MEDLINE #MDS 098003Z		1.836/ea
7	HYDROGEN PEROXIDE OTC		NO BID
8	LINDANE SHAMPOO 1% OTC	GALLON BTLs - 20 GALS	NO BID
9	ALCOHOL PREP PADS OTC TRIAD #103101 200ea/bx	50 BOXES	2.256/box 200ea
10	IV CANNULAS OTC DYNAREX #5205	150 CANNULAS	0.477/ea
11	IV START KITS OTC MEDLINE #DYND 74083	150 KITS	0.695/ea
12	STERILE H2O OTC B BRAUN #R-5001-01	200 BOTTLES	1.957/ea
13	NS FOR IRRIGATION OTC		NO BID
14	IV POLES OTC INVACARE # 15610170	2	18.56/ea
15	IV TUBING OTC	150 SETS	NO BID
16	SPUFFLE PLASTIC 1/2 OZ. PLASTIC SQUAT CLIPS OTC 1000ea/bx	1M/BOX = 10 BOXES	10.296/box
17	STAPLE REMOVER KITS DYNAREX #4522	25 KITS	1.106/ea
18	STERILE COTTON APPLICATOR SWABS MEDLINE 2000ea/cs #NDB 202010	10 CASES	26.65/cs
19	N-95 RESPIRATOR MASKS DYNAREX #2295 20ea/bx	75 BOXES	12.46/bx
20	SOFT PROCEDURE MASKS WITH EAR LOOPS DYNAREX #2201		0.05/ea
21	WELCH PROBE COVERS WELCH-ALLEN #WA 05031-101 250ea/bx	150 BOXES	14.89/bx
22	ULTRA SOUND GEL CHESTER LABS #001205	10 TUBES	1.903/ea
23	SYRINGES WITH NEEDLES	100 BOXES	NO BID
24	LIFESCAN UNISTIX LIFESCAN ONE TOUCH #20393	250 BOXES	12.66/bx
25	ELECTRODES FOR WELCH/ALLEYN EKG WELCH-ALLEYN #6200-09	100 SPTS	4.00/ea
26	SUTURE SETS MEDICAL ACTION #56605 50ea/bx	10 BOXES	65.47/bx 50ea/bx
27	SUTURE REMOVAL KITS DYNAREX #4521	50 KITS/CASE = 10 CASES	28.41/cs
28	SUTURES NYLON 12ea/bx ALCON LABS #5065198501	10 BOXES	616.93/bx

COPY

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4" ^{HOLLISTER #18174} 10 ea/box	10 BOXES	31.564/box ^{10c}
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4" ^{CONVA TEC #50 401432} 1ea/ea	10 BOXES	4.199/ea
31	DIAGNOSTIC PEN LIGHTS ^{ADC # 61pk} 35/	6/PKG = 4 PKGS	7.826/pk
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped) ^{DYNAREX # 4302} 10M/CS	1M/CASE = 1 CASE	38.129/CS 10M/CS
33	SOF-KLING CONFIRMING BANDAGE 3" X 4" 11 YDS ^{AMD # 306} 30 ea/CS	96/CASE = 30 ROLLS	32.89/CS 30 ea/CS
34	SELF ADHERING GAUZE 12" X 10" YDS X 1" W ^{DYNAREX # 3562}	12/BOX = 10 BOXES	9.188/box
35	STERILE EYE PADS, OVAL, 2c" X 2c" ^{DYNAREX # 3360}	50/12 CTNS / CASE = 2 CASE	57.187/CS
36	SYRINGES WITH NEEDLE ^{MEDLINE # NPM 205 L 215} 5CC GAUGE 1" (21GA)	100/BOX = 60 BOXES	22.032/box
37	SCALPEL STERILE STAINLESS ^{DYNAREX # 4110}	10/BOX = 20 BOXES	5.356/box
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	NO BID
39	TONGUE BLADE DEPRESSORS ^{DYNAREX # 4312} 1/5	500/10 BOXES/CASE = 1 CASE	38.129/Case
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	NO BID
41	BAND-AIDS 1" X 3" ^{DYNAREX # 3602} (SHEER)	100/BOX = 15 BOXES	1.651/box
42	BUTTERFLY STRIPS MED. 1 1/2" X 3/8" ^{DYNAREX # 3615}	100/BOX = 5 BOXES	1.776/box
43	BUTTERFLY STRIPS LARGE 2 1/2" X 1/2" ^{DYNAREX # 3616}	100/BOX = 5 BOXES	2.411/box
44	ALCOHOL PREPS W/BCOL. ^{KENDALL # 6818}	200/BOX = 15 BOXES	2.271/box
45	K-Y JELLY OR EQUAL ^{4oz/tube}	3 OZ/TUBES = 10 TUBES	1.174/tube
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		NO BID
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX (10)/CASE = 5 CASES	NO BID
48	IRRIGATIVE EYE SOLUTION ^{HEDLINE # HQ 19818}	4 OZ/BTL = 10 BOTTLES	2.941/ea ^{6#}
49	SELF-ADHERENT BANDAGE 1" X 5 YDS. ^{INVACARE # 1562089675} 72 ea/box	24/BOX = 20 BOXES	34.125/box 72 ea/box
50	EXPANDOVER ELASTIC MEDICAL TAPE 1" X 5 YDS. ^{DYNAREX # 3667} 144 ea/CS	48/CASE = 1 CASE	156.60/CS 144 ea/CS
51	QUICK ICE INSTANT COLD (SMALL) ^{DYNAREX # 44511}	24/CASE = 12 CASES	9.724/CS

OPENED

10:01 AM
10-07-09

Witnessed

[Signature]

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

Item 1

AWP (Average Wholesale Price)	REMARKS
Brand Name	
% above AWP	\$
% below AWP	\$
Generic Brand	N/A
% above AWP	\$
% below AWP	\$
Regular business hours are from	_____ a.m. to _____ p.m.

Item 2

Blanket discount for non-prescription drugs and related infirmity medical supplies	N/A _____%
Regular business hours are from	_____ a.m. to _____ p.m.

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: UNITED MEDICAL SUPPLIES, inc.

ADDRESS: 25 CRAIG PLACE

CITY/STATE/ZIP CODE: NORTH PLAINFIELD, NJ 07060

PHONE & FAX NO.'S: 908-757-0075 ; 908-757-0079

CELL PHONE: _____

AUTHORIZED SIGNATURE: Dagmara Galik

PRINTED NAME: DAGMARA GALIK

TITLE: SALES MANAGER

EMAIL ADDRESS: info@unitedmedsupplies.com

(Must be submitted with Bid Packet)

EXHIBIT "C"
INSURANCE REQUIREMENTS

AGORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID: 25
UNIT: 4
DATE (MM/DD/YYYY): 12/14/09

PRODUCER
VILLAGE GREEN INSURANCE AGENCY
 45 C PROSPECT ST
 MIDLAND PARK NJ 07432
 Phone: 201-445-2170 Fax: 201-445-9623

INSURED
 United Medical Supplies Inc.
 25 Craig Place
 North Plainfield NJ 07060

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		NAIC #
INSURER A	CNA INSURANCE COMPANY	342
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.

INSURER / LTR. INFO	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 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC	B4017620175	07/25/09	07/25/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2648339	07/25/09	07/25/10	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY ACC \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY ACC \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/REMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	W4017620175	09/02/09	09/02/10	<input type="checkbox"/> WC STATE TORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is named as additional insured.

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

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL BEHAVIOR 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: *Ronald Formoso*

AI-19020**42.Z.0.****HCSO-Multiple Award-Medical Supplies And Equipment
CC REGULAR**

Date: 12/22/2009
Submitted By: Sandy Suarez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information**CAPTION**

Presentation of bids received for the purpose of award and approval of contract documents to multiple vendors submitting the lowest bids meeting all specifications and/or requirements for: Hidalgo County Sheriff's Office-"Medical Supplies And Equipment"-RFB:2009-386-10-07-SGS

BACKGROUND

1. New contract to commence on December 22, 2009.
2. Recommended multiple vendors: Henry Schein Matrix Medical; San Juan Pharmacy, Quad Med, Inc., United Medical Supplies.
3. Contract Document was reviewed and approved by legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-604
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
 Sheriff's Office- Funding for these items is a follow:
 9-1100-423-21-280-002-0-664 \$626.99 As of 12/16/09

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-664
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
 Sheriff's Office-Funding for these items is as followed:
 9-1100-423-21-280-002-0-664 \$36,912.36 As of 12/16/09

Attachments

Link: [Recommendation, tabulation, participation](#)
 Link: [Contract Document-Henry Schein Inc dba Henry Schein Matrix](#)
 Link: [Email-apprvd as to form-Henry Schein Inc](#)
 Link: [Contract Document-Velacorp Pharmacists Inc dba San Juan Pharmacy](#)
 Link: [Email-apprvd as to form-San Juan Pharmacy](#)
 Link: [Contract Document-QuadMed Inc](#)
 Link: [Email-apprvd by legal counsel-QuadMed Inc](#)
 Link: [Contract Document-United Medical Supplies Inc](#)
 Link: [Email-apprvd by legal counsel-United Medical Supplies Inc](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Sandy Suarez	12/15/2009 09:53 AM	CREATED
1	Purchasing Department			PEND
2	Budget & Management			
3	Auditor's Office			

Form Started By: Sandy Suarez Started On: 12/15/2009 09:53 AM

11/21/2011 18:33 FAX

001



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 21, 2011

John A. Rodriguez, President
Velacorp Pharmacists, Incorporated
d/b/a San Juan Pharmacy
1205 North Raul Longoria, Suite F
San Juan, Texas 78589
P (956) 782-6337 C (956) 566-5337

via email rodriguez1997rx@aol.com
via facsimile (956) 702-0697
via certified mail
#7099 3220 0002 9745 0379

Re: **Extension/Renewal of Contract No. C-09-386A-12-22 - "Medical Supplies & Equipment" for Hidalgo County Sheriff's Office**

Dear Mr. Rodriguez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (First 1st Year) of the additional two (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.sanz@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: 
John A. Rodriguez, President

Date: 11/21/2011

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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

Client#: 13370

SANJUAN2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2011

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 Willis of Texas, Inc. 1400 N McCol Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423		FAX (A/C, No): 956871286
	E-MAIL ADDRESS:		
INSURED Velacorp Pharmacists, Inc. DBA San Juan Pharmacy 1205 N. Raul Longoria Rd., Suite F San Juan, TX 78589	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Peerless Insurance Company		24198
	INSURER B : America First Insurance		12696
	INSURER C : Hartford Accident & Indemnity		
	INSURER D :		
	INSURER E :		

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BOP8464314	06/24/2011	06/24/2012	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8464714	06/24/2011	06/24/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			CU8465314	06/24/2011	06/24/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	65WBCZQ6742	06/24/2011	06/24/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Hidalgo County Purchasing Dept. 2812 S. Hwy Bus. 281 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 <i>Brian E Lewis</i>

© 1988-2010 ACORD CORPORATION. All rights reserved.

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **December 22, 2009** and expiring on **December 21, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

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

If to Company: Velacorp Pharmacists, Incorporated
 d/b/a San Juan Pharmacy
 Attn: John A. Rodriguez, President
 1205 North Raul Longoria, Suite F
 San Juan, Texas 78589

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

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

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

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

WITNESS our hands in duplicate originals this 29th day of December 2009.

APPROVED AS TO FORM

Atlas & Hall, LLP
By: *GAH*

COUNTY OF HIDALGO

ATTEST:

By: *RAM*
Rene A. Ramirez, County Judge

Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk *AGJ*

COMPANY:
Velacorp Pharmacists, Incorporated d/b/a
San Juan Pharmacy
By: *John A. Rodriguez*
Printed Name: John A. Rodriguez
Title: President

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST
“MEDICAL SUPPLIES AND EQUIPMENT”
BID NO.: 2009-386-10-07-SGS**

1. Request For Bid Letter, consist of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
(Page 8 must be submitted with bid)
3. Exhibit “A” Specifications and Bid Sheets consisting of 5 pages.
4. Exhibit “B” Bid Page, consists of 4 pages.
(Must be submitted with bid)
5. Exhibit “C” Insurance Requirements consisting of 4 pages.
(Must be submitted with bid)
6. Exhibit “D” CIQ Conflict of Interest Questionnaire, consisting of 1 page.
(Must be submitted with bid)
7. Vendor/Bidder Application and W-9 form consisting of 6 pages.
(Must be submitted with bid)
8. Draft Requirements Agreement consisting of 4 pages.
9. Certification Regarding Debarment 1 pages.
(Must be submitted with bid)

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

Date



PURCHASING DEPARTMENT
County Of Hidalgo

September 18, 2009
(Company's Name and Address)

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -"MEDICAL SUPPLIES AND EQUIPMENT"
Bid No: 2009-386-10-07-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "MEDICAL SUPPLIES AND EQUIPMENT" BID NO.: 2009-386-10-07-SGS

**BID OPENING DATE:
OCTOBER 07, 2009**

Contact Person:

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

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – “MEDICAL SUPPLIES AND EQUIPMENT”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-386-10-07-SGS HIDALGO COUNTY- “MEDICAL SUPPLIES AND EQUIPMENT”** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., October 07, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BID-2009-386-10-07-SGS HIDALGO COUNTY- “MEDICAL SUPPLIES AND EQUIPMENT”** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626
16. **BILLING AND PAYMENT INSTRUCTIONS:**
 - . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

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

17. **Schedule of Events**

Bid Opening, 9:30 AM	<u>October 07, 2009</u>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

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

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

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

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

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

19. **Ethical Standards:**

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

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

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

20. **Disclosure of Conflict of Interest**

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
“MEDICAL SUPPLIES AND EQUIPMENT”
BID NO.: -2009-386-10-07-SGS

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(Must be submitted with Bid Packet)

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

SCOPE OF SERVICES:

Hidalgo County is requesting to obtain Medicals Supplies and Equipment on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542. Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of Medical Supplies and Equipment through out the contract period on an **"AS NEEDED BASIS"** only. Medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

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 Medical Supplies and Equipment.

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.

All bids are for new equipment or merchandise unless otherwise specified.

Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

REQUIREMENTS:

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

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

The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances.

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

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

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

TERMS & CONDITION:

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. The contract shall remain in effect until: a) the contract expires b) delivery/completion of services ordered, or c) Terminated by County with thirty (30) days written notice prior to the cancellation.
4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.
7. Insurance requirements for this project to be maintained through out the contract term. (Refer to limits on the Exhibit C, Insurance Requirements).
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
9. Hidalgo County reserves the right to seek purchases for "Medical Supplies & Equipment" from State Awarded contracts whenever it is in the County's best interest to do so.
10. Hidalgo County reserves the right to award on an "all or none basis".
11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
12. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all
 - Orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

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, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, SEPTEMBER 30, 2009 by 5:00 P.M. Responses will be sent to all applicants via facsimile or via e-mail by no later than, OCTOBER 02, 2009 by 5:00 P.M

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS RX	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC SAME		BRAND- GENERIC-
7	HYDROGEN PEROXIDE OTC SAME H2O2		BRAND- GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS=20 GALS	
9	ALCOHOL PREP PADS OTC	50 BOXES	
10	IV CANNULAS OTC	150 CANNULAS	
11	IV START KITS OTC	150 KITS	
12	STERILE H2O OTC	200 BOTTLES	
13	NS FOR IRRIGATION OTC		
14	IV POLES OTC	2	
15	IV TUBING OTC	150 SETS	
16	SPUFFLE PLASTIC 3/4 OZ. PLASTIC SQUAT CUPS OTC	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COFTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS"

27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL. 2e" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL. DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1 3/4" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2 3/4" X 1/2"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICAL TAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
 "MEDICAL SUPPLIES AND EQUIPMENT"
 BID NO: 2009-386-10-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
% above AWP	\$
% below AWP	\$
Generic Brand	
% above AWP	\$
% below AWP	\$
Regular business hours are from	_____ a.m. to _____ p.m.

Item 2

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

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS <i>RX</i>	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC SAME		BRAND- GENERIC-
7	HYDROGEN PEROXIDE OTC SAME H2O2		BRAND- GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLs--20 GALS	
9	ALCOHOL PREP PADS <i>OTC</i>	50 BOXES	
10	IV CANNULAS <i>OTC</i>	150 CANNULAS	
11	IV START KITS <i>OTC</i>	150 KITS	
12	STERILE H2O <i>OTC</i>	200 BOTTLES	
13	NS FOR IRRIGATION <i>OTC</i>		
14	IV POLES <i>OTC</i>	2	
15	IV TUBING <i>OTC</i>	150 SETS	
16	SPUFFLE PLASTIC ¼ OZ. PLASTIC SQUAT CUPS <i>OTC</i>	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLFYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2e" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1 1/4" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2 3/4" X 1/2"	100/BOX = 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

(Must be submitted with Bid Packet)

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

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

INSURER A:

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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PROPERTY DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				PER PERSON (Any one person) \$
	<input type="checkbox"/> OWNERS & CONT PROT				PER PERSON ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATE <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE (EA EMPLOYEE) \$
	OTHER				E.L. DISEASE POLICY LIMIT \$

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED, INSURER LETTER:

CANCELLATION

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

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 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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: \$_____ General Liability: \$_____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

- 1. Licenses: _____.
- 2. Bonds: _____.
- 3. Certificates: _____.
- 4. Permits: _____.
- 5. Other: _____.

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 89th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code</p> <p>A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor</p>	OFFICE USE ONLY Date Received: _____	
1 Name of person who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship.		
_____ Name of Officer		
This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business relationship with the local government officer named in this section.		
_____ Signature of person doing business with the governmental entity		
		_____ Date

Adopted 08/29/2007

(Copy of receipt and this form must be submitted with bid)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

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

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

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

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

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

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

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

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS <i>RX</i>	100 TESTS/BTL = 5 BOTTLES	
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	
5	ETOII PREP OTC	10 BOXES	
6	ALCOHOL ISOPROPYL 70% OTC		
7	HYDROGEN PEROXIDE OTC		
8	LINDANE SHAMPOO 1% OTC	GALLON BTLs--20 GALS	
9	ALCOHOL PREP PADS <i>OTC</i>	50 BOXES	
10	IV CANNULAS <i>OTC</i>	150 CANNULAS	
11	IV START KITS <i>OTC</i>	150 KITS	
12	STERILE H2O <i>OTC</i>	200 BOTTLES	
13	NS FOR IRRIGATION <i>OTC</i>		
14	IV POLES <i>OTC</i>	2	
15	IV TUBING <i>OTC</i>	150 SETS	
16	SPUFFLE PLASTIC ¼ OZ. PLASTIC SQUAT CUPS <i>OTC</i>	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 1/2"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 1/2"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12" X 10" YDS X 1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2c" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1 1/2" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2 1/4" X 1/2"	100/BOX = 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	



PURCHASING DEPARTMENT
County Of Hidalgo

September 24, 2009

RE: ADDENDUM NO.1

RFB No: 2009-386-10-07-SGS
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1**, in connection with "**HIDALGO COUNTY SHERIFF'S OFFICE** Request for Bids for "**MEDICAL SUPPLIES AND EQUIPMENT**".

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for "**HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND EQUIPMENT."**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

Firm Name

MLS/sgs
Enclosures

ADDENDUM NO. 1

September 24, 2009

HIDALGO COUNTY SHERIFF'S OFFICE-
"MEDICAL SUPPLIES AND EQUIPMENT"
RFB No. 2009-386-10-07-SGS

BID OPENING DATE: OCTOBER 07, 2009 @ 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. Please Delete/Omit: page 1 of 4 of Exhibit "B" Note Corrections.
2. See Attached Bid Page (page 2 and 3). Please add this **ADDENDUM NO. 1** to your Bid so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of
ADDENDUM NO. 1 dated, SEPTEMBER 24, 2009 RFB NO.: 2009-386-10-07-SGS
**HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND
EQUIPMENT".**

Printed Proposer Name

Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER
TO COMPLETE YOUR PROPOSAL PACKET.**

EXHIBIT "B"
VENDOR'S BID

&

Itemized Bid Tabulation for
Velacorp Pharmacists, Inc. d/b/a
San Juan Pharmacy

**HIDALGO COUNTY SHERIFF'S OFFICE
 "MEDICAL SUPPLIES AND EQUIPMENT"
 BID NO.: 2009-386-10-07-SCS**

AWARDED ITEMS TO SAN JUAN PHARMACY

DESCRIPTION ITEMS	PRICE
PHYSICIAN'S DESK REFERENCE	\$ 80.00
ETOH PREP OTC 16oz	\$ 20.00
HYDROGEN PEROXIDE OTC	\$ 0.55
STERILE COTTON APPLICATOR SWABS	\$13.21
SYRINGES WITH NEEDLES 0.37x12.7 ml 28 G ½ needle	\$ 5.40
ELECTRODES FOR WELCH/ALLEYN EKG	\$11.87
SELF ADHERING GAUZE 12"X10"YDS XI" W various sizes & amounts	\$ 31.02

San Juan

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS <i>RX</i>	100 TESTS/BTL = 5 BOTTLES	BRAND- <i>58.25</i> GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	<i>80.00</i>
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIZ OTC	50 ROLLS	BRAND- GENERIC- <i>15.89</i>
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC- <i>26.40</i>
6	ALCOHOL ISOPROPYL 70% OTC		BRAND- GENERIC- <i>1.46</i>
	SAME		BRAND- GENERIC- <i>.55</i>
7	HYDROGEN PEROXIDE OTC		BRAND- GENERIC- <i>.55</i>
	SAME H2O2		BRAND- GENERIC- <i>.55</i>
8	LINDANE SHAMPOO 1% OTC	GALLON BTLs. = 20 GALS	<i>130.00</i>
9	ALCOHOL PREP PADS <i>OTC</i>	50 BOXES	<i>2.28</i>
10	IV CANNULAS <i>OTC</i>	150 CANNULAS	<i>1.02</i>
11	IV START KITS <i>OTC</i>	150 KITS	<i>1.52</i>
12	STERILE H2O <i>OTC</i>	200 BOTTLES	<i>34.02</i>
13	NS FOR IRRIGATION <i>OTC</i>		<i>7.65</i>
14	IV POLES <i>OTC</i>	2	<i>25.90</i>
15	IV TUBING <i>OTC</i>	150 SETS	<i>2.62</i>
16	SPUFFLE PLASTIC 1/2 OZ. PLASTIC SQUAT CUPS <i>OTC</i>	1M/BOX = 10 BOXES	<i>33.47</i>
17	STAPLE REMOVER KITS	25 KITS	<i>1.66</i>
18	STERILE COTTON APPLICATOR SWABS	10 CASES	<i>13.21</i>
19	N-95 RESPIRATOR MASKS	75 BOXES	<i>22.00</i>
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		<i>3.95</i>
21	WELCH PROBE COVERS	150 BOXES	<i>7.73</i>
22	ULTRA SOUND GEL	10 TUBES	<i>1.68</i>
23	SYRINGES WITH NEEDLES	100 BOXES	<i>5.40</i>
24	LIFESCAN UNISTIX	250 BOXES	<i>18.41</i>
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	<i>11.87</i>
26	SUTURE SETS	10 BOXES	<i>148.37</i>
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	<i>2.57</i>

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

28	SUTURES	10 BOXES	54.50
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2 3/4"	10 BOXES	28.37
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2 3/4"	10 BOXES	59.37
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	8.32
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	37.50
33	SOFT-KLING CONFIRMING BANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	74.70
34	SELF ADHERING GAUZE 12" X 10" YDS X 1" W	12/BOX=10 BOXES	31.02
35	STERILE EYE PADS, OVAL 2c" X 2e"	50/12 CTNS / CASE = 2 CASE	7.28
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	35.70
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	4.87
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	120.00
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	6.76
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	96.43
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	3.41
42	BUTTERFLY STRIPS MED. 1 1/4" X 3/8"	100/BOX = 5 BOXES	9.36
43	BUTTERFLY STRIPS LARGE 2 3/4" X 1/2"	100/BOX= 5 BOXES	61.20
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	1.36
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	1.73
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		26.85
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	3.82
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	1.41
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	15.84
50	EXPANDOVER ELASTIC MEDICAL TAPE 1" X 5 YDS.	48/CASE = 1 CASE	91.34
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	15.05

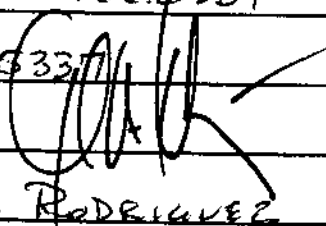
OPENED

10:06am

10-07-09

Witnessed

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: VELACORP PHARMACISTS, INC.
ADDRESS: 1205 N. RAUL LONGORIA, SUITE F
CITY/STATE/ZIP CODE: SAN JUAN, TX 78589
PHONE & FAX NO.'S: PH 956.782.6337 Fx 956.702.0697
CELL PHONE: 956.566.3337
AUTHORIZED SIGNATURE: 
PRINTED NAME: JOHN A. RODRIGUEZ
TITLE: PRESIDENT
EMAIL ADDRESS: JRODRIGUEZ1997RX@AOL.COM

(Must be submitted with Bid Packet)

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/06/09

PRODUCER:
Willis of Texas, Inc.
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

INSURED:
Velacorp Pharmacists, Inc. DBA
San Juan Pharmacy
1205 N. Raul Longoria Rd., Suite F
San Juan, TX 78589

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		NAIC #
INSURER A:	Peerless Insurance Company	24198
INSURER B:	America First Insurance	12696
INSURER C:	SOUTHERN VANGUARD INSURANCE COMPANY	
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 LTR	ADD'L INSR	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BOP8464314	06/24/09	06/24/10	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
A		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	BA8464714	06/24/09	06/24/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						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	\$
B		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CU8465314	06/24/09	06/24/10	EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSV000272102	06/24/09	06/24/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000

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

Hidalgo County is listed as additional insured

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2812 S. Hwy Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

Brian E Lewis

AI-19020

20.E.1.

HCSO-Multiple Award-Medical Supplies And Equipment CC REGULAR

Date: 12/22/2009
Submitted By: Sandy Suarez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office



Information

CAPTION

Presentation of bids received for the purpose of award and approval of contract documents to multiple vendors submitting the lowest bids meeting all specifications and/or requirements for: Hidalgo County Sheriff's Office-"Medical Supplies And Equipment"-RFB:2009-386-10-07-SGS.

BACKGROUND

1. New contract to commence on December 22, 2009.
2. Recommended multiple vendors: Henry Schein Matrix Medical; San Juan Pharmacy, Quad Med, Inc., United Medical Supplies.
3. Contract Document was reviewed and approved by legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-664
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
 Available balance as of 12/18/09 \$626.99.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-604
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
 Available balance as of 12/18/09 \$36,912.36.

Attachments

Link: [Recommendation, tabulation, participation](#)
 Link: [Contract Document-Henry Schein Inc dba Henry Schein Matrix](#)
 Link: [Email-apprvd as to form-Henry Schein Inc](#)
 Link: [Contract Document-Velacorp Pharmacists Inc dba San Juan Pharmacy](#)
 Link: [Email-apprvd as to form-San Juan Pharmacy](#)
 Link: [Contract Document-QuadMed Inc](#)
 Link: [Email-apprvd by legal counsel-QuadMed Inc](#)
 Link: [Contract Document-United Medical Supplies Inc](#)
 Link: [Email-apprvd by legal counsel-United Medical Supplies Inc](#)

Form Routing/Status

AI-29814

7. B.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Martha L. Salazar

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the one (1) year extension option as provided under current interlocal agreement for the, "Use of Council Chambers Facility for Hidalgo County Commissioners' Court Meeting," under the same rates, terms, and conditions with the City of Edinburg.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1100-413-30-125-004-0-441

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds will be transferred at beginning of 2012.

Attachments

Letter of Extension

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/22/2011 02:15 PM
Budget & Management	Merlen P. Munoz	11/22/2011 02:51 PM
Auditor's Office	Angela Garcia	11/23/2011 01:38 PM
Form Started By: Rocio Villarreal		Started On: 11/22/2011 11:18 AM
	Final Approval Date: 11/23/2011	



PURCHASING DEPARTMENT
County Of Hidalgo

November 22, 2011

CERTIFIED MAIL
7099 3220 0002 9745 6524

City of Edinburg
Ramiro Garza, Jr., City Manager
415 W. University Drive
Edinburg, TX. 78541

Via Email: rgarza@cityofedinburg.com

Re: Extension of Agreement No. C-09-266-11-22-Use of City Council Chamber Room for Hidalgo County Commissioners' Court Meetings

Dear Mr. Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise an extension as provided in the current interlocal agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of November 29, 2011, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Monday, November 28, 2011, via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: _____

Date: _____

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,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF EDINBURG
AND HIDALGO COUNTY

THIS Agreement is made on this the 22nd day of Nov., 2010 by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County", and the CITY OF EDINBURG, TEXAS, hereinafter referred to as "Edinburg" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County, pursuant to its statutory and constitutional authority, is responsible for construction, maintenance and operation of a court house and other buildings and facilities for the carrying out of County business, and

WHEREAS, Edinburg, pursuant to its statutory and constitutional authority, is responsible for construction, maintenance and operation of buildings and facilities for the carrying out of city business; and

WHEREAS, Edinburg owns and operates a Council Chamber Facility at City Hall, located in the City of Edinburg, at 415 West University Drive, and generally described as Lots 1-12, Block 228, Original Townsite of the City of Edinburg, as per map or plat thereof, recorded in the Real Property Records of Hidalgo County, Texas, together with an off-street parking facility consisting of a total of 159 parking spaces including 7 handicap, facing University Drive, South of the Council Chambers Facility (said building, grounds and parking facility being collectively herein referred to as the "Council Chambers Facility"); and

WHEREAS, County is in the process of renovating the old administration building located at 100 E. Cano Street and is having to relocate existing scheduled meetings; and

WHEREAS, County's said scheduled meetings could be more efficiently accomplished if County were to utilize Council Chambers Facility for that purpose; and

WHEREAS, Edinburg has agreed to permit County to use Council Chambers Facility for such purposes upon the terms and conditions herein set forth.

NOW, THEREFORE, Edinburg and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

Edinburg grants to the County the exclusive use of Council Chambers Facility on a weekly basis as referenced in "Exhibit A". If a County legal holiday arises, then the County shall have the exclusive use chambers on the following scheduled date. Use of Council Chambers Facility by County for workshops and/or committee meetings will be scheduled as chambers are available and with reasonable notice to Edinburg and no less than 72 hours. Edinburg reserves the right to exclusive use of Council Chambers Facility on any day including days referenced in "Exhibit A" upon 72 hours notice to County if the day is a day referenced in "Exhibit A."

Edinburg will be responsible for setting up a dais, chairs, and nameplates, as requested by County, and will provide an adequate public address system for the use of Council Chambers Facility. Edinburg will film, live stream online and on the Edinburg Cable Network (ECN 12), edit and provide a finished product for rebroadcast of proceedings.

Edinburg will accommodate County court recording equipment for the duration of the contract. Edinburg will reserve five (5) parking spaces for use by County Judge and Commissioners during County's use of Council Chambers Facility under this Agreement.

County, together with the execution of this Agreement, will pay Edinburg on a per-meeting basis per the schedule attached as Exhibit "B," which shall be payable within thirty (30) days' invoice by Edinburg together with the mutual benefits to Edinburg and County as agreed by the parties represents adequate consideration for the agreements herein contained.

County agrees to list Council Chambers Facility as a facility of County on its liability insurance policies, or to include Council Chambers Facility in any self-insurance plan, as applicable. County, upon request of Edinburg, will provide Edinburg with proof of such insurance.

The term of this Agreement shall commence upon execution on January 1, 2011 by the parties hereto, and shall terminate on the last day of December, 2011, unless extended by County as provided in numbered paragraph 6 below.

County may extend this agreement for additional terms of one year each, by giving written notice of such extension to Edinburg at least thirty (30) days prior to the end of the then-current term. Each such renewal term shall begin on 1/1 immediately following the expiration of the previous term and shall continue until the last day of December in the following calendar year. Either party may terminate this contract at the end of each extension by giving at least 90 days written notice to the other party.

Edinburg represents and warrants that the Council Chambers Facility is in compliance with Americans with Disabilities Act, and similar state and local accessibility laws, and regulations issued pursuant hereto.

County will be in compliance with all City and State safety regulations including but not limited to fire and occupancy ordinances and regulations.

County will comply with all rules for the use of Council Chambers Facility, including but not limited to ensuring that no food or drinks are allowed in Council Chambers during its use, other than the Executive Session Room.

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.

No Waiver. No waiver by and party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party 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 the parties hereto, and not otherwise.

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.

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 address as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: Hidalgo County, Texas
Attention: County Judge
1615 S. Clossner, Suite J
Edinburg, Texas 78539

With a copy to: Executive Officer
2818 S. Business Hwy 281
Edinburg, Texas 78539

If to Edinburg: City of Edinburg
Attention: City Manager
P.O. Box 1079
Edinburg, Texas 78540

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.

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.

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.

Assignment. This Agreement shall not be assignable.

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.

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.

Authority to Execute. The execution and performance of the Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligation of the parties hereto in accordance with its terms.

Performance of Government Functions. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions,

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

County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Edinburg. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

Approved by Commissioners' Court
on 11/22/10

By: [Signature]
Ramon Garcia, County Judge

ATTEST:

By: [Signature]
Arturo Guajardo, Jr., County Clerk

CITY OF EDINBURG, TEXAS

By: [Signature]
Richard H. Garcia, Mayor

ATTEST:

By: [Signature]
City Secretary



APPROVED AS TO FORM:
Gonzalez Palacios, L.L.P.

By: [Signature]
City Attorney

APPROVED AS TO FORM

By: [Signature]
Josephine L. Ramirez
Assistant Criminal District Attorney,
County Affairs

EXHIBIT "A"

SCHEDULE OF MEETINGS

- Hidalgo County Commissioners' Court Meetings
- Tuesdays, 9:00 AM
- Workshops/Committee Meetings as needed

- Drainage District No. 1
- Tuesdays, 8:30 AM

- Civil Service Meetings
- 2nd Thursday of the Month, 5:30 PM

City of Edinburg
CITY OF EDINBURG-HIDALGO COUNTY INTERLOCAL PROPOSAL

	Estimated Hours per Meeting	Estimated Yearly Hours	Personnel Cost per Hour	Personnel Cost per Year	Utility Cost per Hour	Utility Cost per Year	Total Cost per Year	Total Cost per Hour	Total Cost per Meeting
Hidalgo County Commissioners Court Meetings and Drainage District No. 1 Meetings	6	312	\$ 145.00	\$45,240.00	\$ 12.70	\$ 3,962.40	\$ 49,202.40	\$ 157.70	\$ 946.20 *
Civil Service Meetings	1.5	18	26.77	481.86	12.70	228.60	710.46	39.47	59.21 **
Civil Service Meetings (Security after 5:00 P.M.)	2	24	9.30	223.20	0.00	0.00	223.20	9.30	18.60 ***
Total		354	\$ 181.07	\$45,945.06	\$ 25.40	\$4,191.00	\$ 50,136.06	\$ 206.47	\$ 1,024.01

Note-City Personnel not required
This Schedule does not include any Information Technology Personnel cost.

Source-City of Edinburg Finance Department
Unaudited information for Management use only.

* \$946.20 x 52 weeks=\$49,202.40
**\$59.21 X 12 months=\$710.46
***\$18.60 X 12 months=\$223.20

November 15, 2010

AI-29820

7. C.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Yoli Cisneros

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Construction Change Order No. 1 an increase in the amount of \$17,000.00 with Mission Paving Company, Inc. (contracted vendor for "Tower Road-Phase I Rd. & Drainage Project") reflecting the changes detailed on the change order request with authority for County Judge to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1200-431-00-122-049-0-731

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #662859

Funding available in the amount of \$90,855.25 as of 11/22/2011.

See attached PO Increase

Attachments

CO #1

PO Increase

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/22/2011 02:20 PM
Budget & Management	Merlen P. Munoz	11/22/2011 02:52 PM
Roland Garcia	Rolando Garcia	11/22/2011 03:58 PM
Auditor's Office	Angela Garcia	11/23/2011 01:38 PM
Form Started By: Yolanda Cisneros		Started On: 11/22/2011 11:42 AM
	Final Approval Date: 11/23/2011	

CHANGE ORDER NUMBER ONE (1)

Project: **TOWER ROAD PHASE 1 ROAD AND DRAINAGE IMPROVEMENTS PROJECT**
 DATE OF ISSUANCE: 11/15/2011 EFFECTIVE DATE: 11/22/2011

OWNER: Hidalgo County Precinct No. 2
 OWNER'S CONTRACT NO: C-11-044B-06-2B
 CONTRACTOR: Mission Paving Company, Inc.
 P.O. Box 949
 Mission, Texas 78573
 ENGINEER: Raul E. Sesein, PE
 Planning Administrator
 Hidalgo County Planning Department
 1304 South 25th Street
 Edinburg, Texas 78539


You are directed to make the following changes in the Contract Documents.

- Reason for Change Order:
1. Install Traffic Control for Storm Sewer work
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
 - 7.

- Description:
1. 1 LS @ \$17,000.00 for Barricading and Signage for Traffic Control Handling
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$	225,690.90	Substantial Completion: _____ calendar days or dates	
Net Changes from previous Change Order		Net Change from previous Change Orders	
\$	-	0 calendar days	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$	225,690.90	Substantial Completion: _____ calendar days or dates	
Net Increase(decrease) of this Change Order		Net Increase(decrease) of this Change Order	
\$	17,000.00	calendar days	
Contract Price with all approved Change Orders	Net % increase(decrease) from original contract price.	Contract Time with all approved Change Orders	
\$	242,690.90	7.53%	
		Substantial Completion: _____ calendar days or dates	

RECOMMENDED:
 By: 
 Engineer (Authorized Signature)
 Date: 11/15/11

APPROVED:
 By: _____
 Owner (Authorized Signature)
 Date: _____

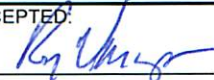
ACCEPTED:
 By: 
 Contractor (Authorized Signature)
 Date: 11-15-11

Exhibit E-B

MISSION PAVING COMPANY, INC.

The Finest in Asphalt and Concrete Paving

STREETS : SUBDIVISIONS : PARKING LOTS : TRAILER PARKS : INDUSTRIAL AREAS

P.O. BOX 949
MISSION, TEXAS 78573-0949

TELEPHONE (956) 585-4811
VALLEY WIDE 1-800-585-4811
FAX (956) 585-1616

Hidalgo County
C/o: Mr. Raul E. Sesin, P.E.
1304 S. 25th Street
Edinburg, Texas 78539

September 9, 2011

RE: Traffic Control Change Order Proposal
Tower Road Phase I Road & Drainage Improvements
Project # C-11-044B-06-2B

Dear Mr. Sesin,

As per your and Mike Schroeder's conversation concerning traffic control for the above mentioned project, we offer the following:

Prior to beginning project, Mission Paving proposes to set all necessary construction traffic control devices for handling traffic as per the Texas Manual of Traffic Control. Mission Paving will maintain, control and handle traffic control matters for assuring safety for the traveling public as well as the work force present.

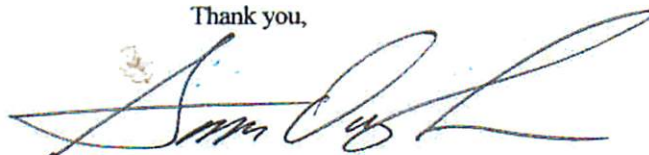
The time frame for which our proposal price is based will begin prior to mobilization of forces & equipment and continue thru the point of completion of Mission Pavings contract obligations. Upon the completion, we will leave all traffic control in place for an additional three (3) days prior to removal of said traffic control.

At this point the paving contractor will need to have there traffic control in place for the duration of there contract obligations.

Our price for Barricading and Signage for traffic control handling is as following: **\$ 17,000.00**

Please call if you have any questions.

Thank you,



Sam Vaughn, Sales Representative
Mission Paving Company, Inc.

PURCHASE ORDER INCREASE COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
 Contact Name: Yoli Cisneros
 Telephone # (956) 787-1891

Purchase Order Number: **662859**
 Increase # 01 for this Purchase Order
 Procurement Method:

TO: Vendor Number: 25119
 Vendor Name: MISSION PAVING CO., INC
 Address: P. O. BOX 949
MISSION, TX 78573-0949

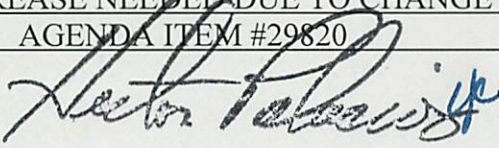
- Contract # C-11-044B-06-28
- Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
- Quotes over \$1,000.00 (verbal quotes)
- Quotes over \$5,000.00
(attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		<i>Amount of Original Purchase Order</i>		\$225,690.90
1	EACH	CHANGE ORDER NO.1	17,000.00	\$17,000.00
		<p>AFTER APPROVAL PLEASE SEND COPY TO COUNTY AUDITOR TO THE ATTENTION OF <u>LUPITA GARZA</u></p>		
		<i>Amount of Increase Request</i>		\$17,000.00
		TOTAL AMOUNT		\$242,690.90

Account Number: **1-1200-431-00-122-049-0-731**

Reason: INCREASE NEEDED DUE TO CHANGE ORDER #1- APPROVAL OF CC 11/29/2011
AGENDA ITEM #29820

Authorization: 

 Department Head

 November 22, 2011
 Date

Reviewed by: _____
 Purchasing Department

 Date

Approved By: _____
 Purchasing Agent

 Date

Approved By: _____
 Hidalgo County Auditor

 Date

AI-29817

7. D.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Yoli Cisneros

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Request approval for payment on Invoice #3066 for \$135,893.81 from R. Gutierrez Engineering Corporation, (#C-10-376-12-14) for Minnesota Drain Project, after Auditor's review and processing procedures completed and authority for County Treasurer to issue payment/check:

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1342-431-00-122-058-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #666710 available PO balance on 711 \$44,800.00 & 733 \$126,157.18.

Attachments

Inv. #3066

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/22/2011 02:16 PM
Budget & Management	Merlen P. Munoz	11/22/2011 02:52 PM
Roland Garcia	Rolando Garcia	11/22/2011 04:14 PM
Auditor's Office	Angela Garcia	11/23/2011 01:38 PM
Form Started By: Yolanda Cisneros		Started On: 11/22/2011 11:28 AM
Final Approval Date: 11/23/2011		

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 3066
Thursday, November 17, 2011

Invoice

To: Hidalgo County Precinct No. 2
300 W. Hall Acres
Suite G
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: **ENG10.108 Minnesota Drain**

Project Manager: Ramiro Gutierrez
Professional Services for the Period: 11/15/2011 to 11/17/2011

Billing Group: 01 Phased Fixed Fee
Engineering & Surveying Services

Contract #: C-10-376-12-14(WA#8)(PO# 666710)

Billing Fee: \$170,957.18

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Design	59,078.59	100.00	59,078.59	0.00	59,078.59
Design Phase	35,447.15	80.00	28,357.72	0.00	28,357.72
Construction Phase	23,631.44	0.00	0.00	0.00	0.00
Right of Way Services (Est. 16 Parcels)	44,800.00	100.00	44,800.00	0.00	44,800.00
Geotechnical Investigation Svcs	8,000.00	45.72	3,657.50	0.00	3,657.50
Total Phases:					\$135,893.81

Phase Billing Totals: \$135,893.81

INVOICE RECEIVED BY:

Olga Calderon ON 11/21/2011

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 11/21/2011

Billing Group Subtotal: 135,893.81

Project Totals:

*** Total Project Invoice Amount:

\$135,893.81

Ramiro Gutierrez
President

PO # <u>666710</u>	
<u>1-1342-431-00-122-058-0-711</u>	
Req # <u>204802</u>	\$44,800.00
PO # <u>666710</u>	
<u>1-1342-431-00-122-058-0-733</u>	
Req # <u>204802</u>	\$91,093.81

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

REPORT NO. 100-100000

CONFIDENTIAL - SECURITY INFORMATION

CONFIDENTIAL - SECURITY INFORMATION

CONFIDENTIAL - SECURITY INFORMATION

CONFIDENTIAL - SECURITY INFORMATION

CONFIDENTIAL - SECURITY INFORMATION

CONFIDENTIAL

DATE	DESCRIPTION	AMOUNT	INITIALS	REMARKS
10/10/50
10/11/50
10/12/50
10/13/50
10/14/50
10/15/50
10/16/50
10/17/50
10/18/50
10/19/50
10/20/50
10/21/50
10/22/50
10/23/50
10/24/50
10/25/50
10/26/50
10/27/50
10/28/50
10/29/50
10/30/50
10/31/50

10/31/50
11/1/50

CONFIDENTIAL - SECURITY INFORMATION

CONFIDENTIAL - SECURITY INFORMATION

NO. 1-1333-101-00-155-00-100-0000-1	500
NO. 1-1333-101-00-155-00-100-0000-1	500

10/31/50

R. Gutierrez Engineering Corporation

Minnesota Drain

Parcel List

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
1	Mary Lee Richardson Horn Tanner		1.092 acre tract of land out of the west half of Lot 1 Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
2	Katherine H. Tanner Estate I		1.579 acre tract of land out of the east 20 acres being the east half of Lot 1 Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
3	Maria Felicitas Macias		0.492 acre tract of land ou of the west 10 acres of Lot 8, Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
4	Melida Ramirez		0.284 acre of land out of the west 5 acres out of the east 10 acres of Lot 8 Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
5	Gilberto E. Ramirez and Margil Ponce Ramirez		0.255 acre tract of land out of the east 5 acres of the east 10 acres of the west 20 acres of Lot 8, Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
6	Marco Antonio Cervantes & Matilde Cavazos		0.196 acre tract of land out of the west 5 acres of the east 20 acres of Lot 8 Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
7	Maria Imelda Garza		1.187 acre tract of land out of the west 18.91 acres out of Lot 2 Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
8	Laura Lilia Lubin		1.198 acre tract of land out of the east 21.09 acres of Lot 2 Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
9	Solida Administradora de Portafolios, S.A. de C.V.		1.03 acre tract of land out of the west one-half of Lot 7 Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
10	Propilusion Investments, LLC		1.136 acre tract of land out of the east one-half of Lot 7 Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
11	Pharr-San Juan- Alamo ISD		1.337 tract of land out of 23.63 acres out of Lot 3 Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
12	Raul Garza & Carolina Lozano		0.341 acre tract of land out of the west 6 acres of the west one-half of Lot 6 Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
13	Roberto Rivas Enterprises, LLC		0.795 acre tract of land out of the east 462 feet of the west 660 feet out of Lot 6 Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
14	J. Robert Velado and wife Constance Velado		1.271 acre tract of land out of the east half of Lot 6 Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
15	D.E.A. Incorporated		0.371 acre tract of land out of 8.59 acres out of Lot 4 Blk 47 Alamo Land & Sugar Co. Subd.	X		3065
16	North Alamo Water Supply Corp.		0.331 acre tract of land out of 10.241 acres out of Lot 4 Blk 47 Alamo Land & sugar Co. Subd.	X		3065
17	J. Robert Velado and wife Constance B. Velado		3.186 acre tract of land out of north one-half of Lot 5 Blk 47 Alamo Land & Sugar Co. Subd.		X	

R. Gutierrez Engineering Corporation

November 17, 2011

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Minnesota Drain – Invoice
ENG10.108

Dear Commissioner Palacios:

Enclosed is an invoice for the above referenced project. We are 100% complete with the Preliminary phase and the Parcels and ROW Map phase. The parcels and ROW Map have been submitted to the ROW Department. We are also 80% complete with the Design phase and we are billing for the Geotechnical Investigation Services performed to date.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

INVOICE RECEIVED BY:

Debra Palma ON 11-17-11

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 11-17-11

300 Hall Park, Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

AI-29794

7. E.

CC CONSENT

Meeting Date: 11/29/2011

Submitted By: Dagoberto Rios, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Daniel Flores, Buildings Maintenance Manager, Hidalgo County Facilities Management is formally requesting the removal of the following Fixed Assets from the inventory:

Asset Number	Description	Aquired Date
22493	Burnisher W/Adjustable Pad	10/08/1990
34711	2.5 Air Purifier	05/19/00

and as detailed in supporting documentation (i.e. Affidavit and Current Value)

BACKGROUND

Attachments

Affidavit

Depreciation Form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/22/2011 09:12 AM
Budget & Management	Merlen P. Munoz	11/22/2011 02:12 PM
Erika Zamora	Angela Garcia	11/23/2011 08:11 AM
Olga Garza	Olga Garza	11/23/2011 10:43 AM
Auditor's Office	Arcilia Duran	11/23/2011 11:12 AM
Form Started By: Dagoberto Rios		Started On: 11/21/2011 09:02 AM
	Final Approval Date: 11/23/2011	

AFFIDAVIT

State Of Texas |
County of Hidalgo |

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared Daniel Flores, who after being duly sworn, deposes and says:

My name is Daniel Flores and I am Buildings Maintenance Manager at the Hidalgo County Facilities Management Department.

I am requesting that the Hidalgo County Commissioner's Court and/or the Hidalgo County Purchasing Department remove the items listed on Exhibit A, attached hereto, as inventory in this Department's possession. After exhausting all efforts to locate these items by the Purchasing Department, it has been determined that these items are no longer physically present in this Department or part of our inventory.

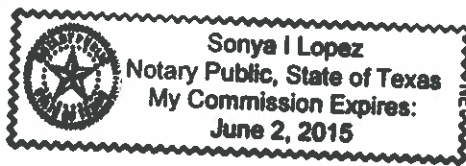
The above is true and correct to the best of my knowledge.



Daniel Flores

State of Texas |
County Of Hidalgo |

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this the 16th day of November, 2011.





NOTARY PUBLIC, State of Texas

**HIDALGO COUNTY
FACILITIES MANAGEMENT INVENTORY
ITEMS TO BE REMOVED VIA COMMISSIONER'S COURT**

DATE: 10/27/2011

EXHIBIT "A"

ASSET	DESCRIPTION	SERIAL NR.	PO	DATE AQU
22493	BURNISHER W/ADJUSTABLE PAD (BUFFER)	21040050	38156	10/08/90
34711	2.5 AIR PURIFIER	NO SERIAL	302698	05/19/00

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By: Dago Rios
Requested By: Martha L. Salazar, CPPB
11/21/2011

FACILITIES DEPARTMENT

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
22493	BURNISHER W/ADJUSTABLE	\$1,695.00	10/8/1990	1990	10/27/2011	7	21	\$169.50	\$1,525.50	\$217.93	\$4,576.50	\$0.00
34711	2.5 AIR PURIFIER	\$1,500.00	5/19/2000	2000	10/27/2011	7	11	\$150.00	\$1,350.00	\$192.86	\$2,121.43	\$0.00

AI-29766

7. F.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Martha L. Salazar

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval for Comdata Corporation/Transmontaing Product Services, Inc. to add additional fuel card(s) and/or driver(s) for Adult Probation (SATF).

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Request

Request

Form Review

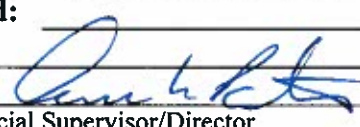
Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/18/2011 10:37 AM
Budget & Management	Merlen P. Munoz	11/18/2011 10:47 AM
Erika Zamora	Erika Zamora	11/18/2011 04:59 PM
Auditor's Office	Arcilia Duran	11/23/2011 11:09 AM
Form Started By: Nielda Cavazos		Started On: 11/17/2011 02:23 PM
	Final Approval Date: 11/23/2011	

FUEL CREDIT CARD REQUEST FORM

1337
NOV 16 2011

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card
 Add Driver Pin
 Delete/ Cancel Card
 Delete/Cancel Driver

Department:	ADULT PROBATION		
Billing Address:	P O BOX 970 EDINBURG TEXAS 78540		
Fuel Card Manager:	DIANA SOLIS		
	<small>This person can not have use of the fuel card</small>		
Phone Number:	956-587-6008	County Email	
	Diana.solis@hidalgocountycsd.org		
Web user Name:		Password:	
Hidalgo Co Acct Number:			
Requested By:	Arnold K Patrick - Director		
	<small>Sign & Print Elected/Official Supervisor/Director</small>		

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____


Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No <small>(N/A = Non-vehicle)</small>	Description <small>(Vehicle or Non-vehicle Equip.)</small>	VIN Number <small>(N/A = Non-vehicle)</small>	Purchasing Dept. Use Only Card Number

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID <small>(6 digits)</small>	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
LESLIE CAMPOS	11/12/1975	077526		
CAMERON LACY-ORTEGA	10/20/1982	181404		

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card
 Add Driver Pin
 Delete/ Cancel Card
 Delete/Cancel Driver

Department:	SATE		
Billing Address:	P.O. BOX 1109 EDINBURG, TX 78540		
Fuel Card Manager:	MELISSA GARZA		
Phone Number:	318-2920	This person can not have use of the fuel card	
Web user Name:		County Email:	MELISSA.GARZA@hidalgoco.org
Hidalgo Co Acct Number:	1-1297-423-00-320-020-2-626	Password:	COCSOO.ORG
Requested By:	ROBERT LIZCANO - Director		
	Sign & Print Elected/Official Supervisor/Director		

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	_____
Reviewed by Fuel Card Administrator:	_____
Cards Received by Dept on:	Date Returned/Cancelled: _____
Fuel Cards Received by Department:	Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Asset Number (N/A = Non-vehicle)	Purchasing Dept. Use Only Card Number
11-8691	2002 FORD VAN	1FBSS3BLYCDA12631	AA002037	
109-1312	2004 FORD VAN	1FBSS31584HA12435	AA002029	

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	DBM Use Only License Verification	Purchasing Dept. Use Only Training Date & Signed Fuel Policy
RADIEL GARCES	10/10/78	044695	[Signature]	
OCTAVIANO URESH	01/29/77	080128	[Signature]	
JOEL J. GUTIERREZ	7-15-86	182761	[Signature]	
RICARDO NIETO	8-6-65	022101	[Signature]	
DAVID PONCA	1-21-73	008918	[Signature]	

AI-29642

7. G.

CC CONSENT

Meeting Date: 11/29/2011

Submitted For: Martha L. Salazar

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise the County’s option to utilize the first of two (2) one (1) year renewals in the current policy/contract under the same rates, terms and conditions for “Hidalgo County-Excess Workers’ Compensation Insurance with McGriff, Seibles, & Williams of Texas Inc.

BACKGROUND

Current policy effective through 01-01-12 12:00 am standard time, renewal will take effect immediately after.

RFP p14 states renewal terms

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-2202-419-50-115-066-0-524

FUNDS AVAILABLE Y/N?: Y/Pending MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Effective in January 2012.

Amount budgeted for 2012: \$650,000.00

Attachments

ext. acord, dept recom

coverage proof.price

rfp w terms

binder policy

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/15/2011 03:38 PM
Budget & Management	Merlen P. Munoz	11/15/2011 04:00 PM
Olga Garza	Olga Garza	11/17/2011 03:52 PM
Auditor's Office	Arcilia Duran	11/18/2011 09:58 AM
Dina Trevino	Erika Zamora	11/22/2011 09:22 AM
Yvette Islas	Yvette Islas	11/22/2011 09:30 AM
Purchasing Department	Marty Salazar	11/22/2011 02:05 PM
Budget & Management	Merlen P. Munoz	11/22/2011 02:10 PM
Roland Garcia	Rolando Garcia	11/22/2011 04:17 PM
Olga Garza	Olga Garza	11/23/2011 10:41 AM
Auditor's Office	Arcilia Duran	11/23/2011 11:08 AM
Dina Trevino	Merlen P. Munoz	11/23/2011 01:03 PM
Olga Garza	Angela Garcia	11/23/2011 01:38 PM

Form Started By: Yvette Islas

Started On: 11/09/2011 03:45 PM

Final Approval Date: 11/23/2011



FAX TRANSMISSION

McGRIFF, SEIBELS & WILLIAMS, INC.

PUBLIC ENTITY DIVISION

404 E. RAMSEY RD., #108 SAN ANTONIO, TX 78216

PHONE - 210/695-8582 FAX - 210/695-8583 E-MAIL - SSHOEMAKE@MCGRIFF.COM

Date: November 9, 2011

Page(s): Four (4)

To: Yvette S. Islas, Buyer III
Hidalgo County Purchasing Dept.

Fax #: 956-318-2629

From: Susan Shoemake

Re: Excess Workers' Compensation Insurance -- Extension
RFP: 2010-267-10-27-OTM

" The information contained in this FAX is confidential and/or privileged. This FAX is intended to be reviewed initially by only the individual named above. If the reader of this TRANSMITTAL PAGE is not the intended recipient or a representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this FAX or the information contained herein is prohibited. If you have received this FAX in error, please immediately notify the sender by telephone and return this FAX to the sender at the above address. Thank you "

The recipient of this facsimile is entitled to request that the sender not send future unsolicited facsimile advertisements. The request must be returned by facsimile to the sender. Failure to comply with the request within 30 day is unlawful.

By checking this box, recipient requests not to receive future unsolicited facsimile advertisements.

Please find enclosed the signed Extension along with the requested Certificates of Insurance. We appreciate the opportunity to continue servicing your insurance needs!

Thank-you!

McGriff, Seibels & Williams, Inc.

Susan Shoemake, CPCU, ARM

Senior Account Manager

Encl(s)



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 03, 2011

McGriff, Seibles & Williams of Texas Inc.
Attn: Mr. Johnny Fontenot
5080 Spectrum Drive, Suite 900E
Addison, Texas 75001

Re: P-10-267-11-30
Hidalgo County-Excess Workers' Compensation Insurance
(RFP No: 2010-267-10-27-OTM)

Dear Sir:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting 11/22/11 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 11:00 am Thursday, November 10, 2011 via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____

Date: 11-3-11

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for Bid, Quote, Proposal, or Statement of Qualification.

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,

Yvette S. Islas,
Buyer III
Hidalgo County Purchasing Department



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2011

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 BB&T Insurance Services, Inc. Risk Management Department PO Box 5318 Asheville NC 28813	CONTACT NAME: Nila Swink	
	PHONE (A/C, No, Ext): 828-277-3917	FAX (A/C, No): 888-632-4250
	E-MAIL ADDRESS: nswink@bbandt.com	
	PRODUCER CUSTOMER ID #: 01BBTMAIN	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED BB&T Corporation and Subsidiaries c/o BB&T Insurance Services Inc. PO Box 5318 Asheville NC 28813	INSURER A: Hartford Fire Insurance Company	19682
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1934081279

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			22UENHS9258	5/1/2011	5/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			22UENMS9259	5/1/2011	5/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	22WNMS9256	5/1/2011	5/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule. If more space is required)
McGriff, Seibels & Williams, Inc. is a wholly owned subsidiary of BB&T.

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County Purchasing Depart. 2812 S Business Hwy 281 New Administration Bldg Edinburg TX 78539-0000	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 <i>Nila S. Swink</i>


© 1988-2009 ACORD CORPORATION. All rights reserved.



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Flora Vasquez,
Employee Benefits Division Director

FROM: Yvette Islas, Buyer 
Hidalgo County Purchasing Department

DATE: November 01, 2011

RE: P-10-267-11-30
Excess Workers Compensation Insurance - Renewals

The agreement for the above listed project gives us the option to renew for an additional two (2) one (1) year terms under the same rates, terms, and conditions.

Please let me know if you recommend renewing for the first one (1) year term.

Please respond via e-mail or memo for record keeping purposes.

Thank you.

From: flora.vazquez
To: "Yvette Islas"
Subject: RE: excess workers comp insurance - renewal
Date: Thursday, November 03, 2011 10:10:43 AM

Good morning Yvette.

If all is in order and no conflict from Comm. Court, I am recommending that we renew as per attached notice.

From: Yvette Islas [mailto:yvette.islas@co.hidalgo.tx.us]
Sent: Tuesday, November 01, 2011 10:27 AM
To: flora.vazquez@co.hidalgo.tx.us
Subject: excess workers comp insurance - renewal

Good morning Flora,

Hope all is well, please see attached.

Yvette S. Islas
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626

TEMPORARY CONFIRMATION OF INSURANCE

Assigned No.: CP0513734

This Temporary Confirmation of Insurance is evidence that, in accordance with your instructions and acting on your behalf, we have procured from certain Insurer(s) the coverage described hereinafter. This Confirmation is subject to all the terms and conditions of the Policy or Cover Note to be issued and shall be automatically terminated and voided by delivery of said Policy or Cover Note. In the event of any inconsistency, the terms and conditions of the Policy or Cover Note prevail.

1. Name of Assured: **HIDALGO COUNTY**
 2. Mailing Address: 2812 S. BUSINESS 281, NEW ADMINISTRATION BUILDING
EDINBURG, TX 78539
 3. Insurer(s): **STAR INSURANCE COMPANY**
A.M. Best's Rating: **A-IX**
 4. Confirmation Term: From: **01/01/2012** To: Policy/Cover Note Issuance **TIME 12:01 A.M. C.S.T.**
 5. Policy Term: From: **01/01/2012** To: **01/01/2013** **TIME 12:01 A.M. C.S.T.**
 6. Coverage: **EXCESS LIABILITY COVERAGE**
 7. Interest: **PER DECLARATIONS**
 8. Limits of Liability: **\$ 1,000,000 Each Accident / Occurrence Limit**
\$ 2,000,000 Policy Aggregate Limit
Workers' Compensation Statutory Coverage
 9. Underlying Limit(s) and Deductible(s): **\$ 1,000,000 General Liability Self-Insured Retention**
\$ 350,000 Workers' Compensation Self-Insured Retention
 10. Description of Location and Subject of Insurance: **PER DECLARATIONS**
 11. Service of Suit should be sent per General Conditions herein.
 12. Rate: **PER DECLARATIONS**
 13. Premium: **\$ 160,000.00** **PAYABLE TO:** McGriff, Seibels & Williams of Texas, Inc.
Drawer 456 / P.O. Box 11407
Birmingham, AL 35246-0001
 - Policy Fee: **\$ -**
 - TOTAL: \$ 160,000.00** **NO FLAT CANCELLATIONS**
- PREMIUM DUE DATE TO MSW: 01/01/2012**
14. This confirmation is made and accepted subject to the foregoing stipulations and General Conditions attached hereto, which are specially referred to and made a part of this Confirmation together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of the Undersigned shall have power to waive or be deemed to have waived any provisions or condition of this Confirmation unless such waiver, if any shall be written upon or attached hereto, nor shall any privilege or permission affecting this Confirmation exist or be claimed by the Assured unless so written or attached.

Issued at: San Antonio, Texas

McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

On: November 22, 2011
(sgs)

BY: _____
Authorized Representative



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

HIDALGO COUNTY
"EXCESS WORKERS' COMPENSATION INSURANCE"

RFP NO: 2010-267-10-27-otm

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit A, Requirements, Scope of Services 7 pages & Additional Specifications/Requirements consisting of 7 pages. Total of 14 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 3 pages.
5. Exhibit C, Insurance Requirements, consisting of 3 pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 pages.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
9. IRS W-9 Form, consisting of 4 pages.
10. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
11. Exhibits-Table of Contents, consisting of 8 pages including cover sheet.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

October 4, 2010

Date



PURCHASING DEPARTMENT
County Of Hidalgo

October 04, 2010

Re: **HIDALGO COUNTY**
Request For Proposals -

"Excess Workers' Compensation Insurance-Hidalgo County"

RFP NO: 2010-267-10-27-OTM

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

RFP NO: 2010-267-10-27-otm

BUYER: OLGA T. MONTERO

Tel. No: (956) 318-2626 x-4859

REQUEST FOR PROPOSALS
HIDALGO COUNTY
“EXCESS WORKERS’ COMPENSATION INSURANCE”
October 27, 2010

Contact Person:

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2010-267-10-27-otm

1. Sealed proposals will be received for **Hidalgo County – “Excess Workers’ Compensation Insurance”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2010-267-10-27-otm- Hidalgo County – “Excess Workers’ Compensation Insurance”** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, October 27, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2010-267-10-27-otm—HIDALGO COUNTY – “EXCESS WORKERS’ COMPENSATION INSURANCE”.

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, October 13, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, October 15, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. **For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.**
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: (If applicable)
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- . If you need additional information call the office listed below:

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – **“Hidalgo County – Excess Workers’ Compensation Insurance”**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.

- . Contact person for Billing and Payment questions:
Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M., October 27, 2010
Project/Anticipated Award Date: _____, 2010
Commence Work or Deliver Products _____, 2010

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

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or

seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
HIDALGO COUNTY-
“EXCESS WORKERS’ COMPENSATION INSURANCE”
RFP NO: 2010-267-10-27-otm

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: _____

Address: _____

By: _____

Printed Name: _____

EXHIBIT A
REQUIREMENTS/SCOPE OF SERVICES
HIDALGO COUNTY
REQUEST FOR PROPOSAL
“EXCESS WORKERS’ COMPENSATION INSURANCE”

HIDALGO COUNTY
REQUEST FOR PROPOSAL

“EXCESS WORKERS’ COMPENSATION INSURANCE”

RFP NO: 2010-267-10-27-OTM

OVERVIEW:

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals from organizations (hereinafter referred to as “PROPOSER”) qualified to perform professional excess workers’ compensation insurance for the COUNTY’s self-funded Workers’ Compensation Insurance Program. The scope of the work will encompass all aspects of COUNTY operations and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal in the excess workers’ compensation insurance.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, October 27, 2010. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

The Submittal Envelope Must Show:

**RFP NO.: 2010-267-10-27-OTM
“EXCESS WORKERS’ COMPENATION INSURANCE”**

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Hwy. 281, at Hidalgo County New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, October 13, 2010, at 5:00 P.M. at (956) 292-7612. Responses will be sent to all applicants via facsimile by Friday, October 15, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications or requirements as set forth in this Request for Proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail. Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

DISCLOSURE OF CONFLICT OF INTEREST:

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

- **DURATION OF CONTRACT:**

- 1.) **Initial Term:** Effective date is from January 1, 2011, through, January 1, 2012;
- 2.) **Renewals & Extensions:** It shall be at the County's sole discretion to renew and extend for an additional two (2), one year renewals/extensions at the same rates and under the same terms and conditions. Two (2), one (1) year renewals/extension rates are to be provided to Hidalgo County for consideration by no later than **October 1, 2011** for the first renewal/extension and no later than **October 1, 2012** for the second renewal/extension.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and ten (10) copies** of the RFP shall be submitted to the address on the cover letter.

Proposers should apprise themselves of all available information. Proposers shall thoroughly examine the specifications, the schedule and all other contract documents.

Proposals should be in conformance with the specifications. Care should be taken to match the requested plan designs as closely as possible. The Request for Proposal specifications are not intended to be restrictive, but Proposals, not in conformance to the specifications, will not be considered unless such nonconformance is explained in detail. General discussion and plan comparison of competing proposals will be in regards to the specified in-force benefits.

Due care has been exercised in the preparation of these specifications, and the information is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely on the proposer.

CONTENTS:

1. Conditions of Proposal
 - a. All information required by the proposal form shall be furnished.
 - b. Specification price sheets, specifications and necessary information are attached.
 - c. Alternate Proposal- Request for Proposal. Alternate Proposals will be considered. All alternate Proposals should be clearly marked "ALTERNATE PLAN I, ALTERNATE PLAN II., etc." Offerors are encouraged to be creative and to present their most competitive coverage and pricing Proposal.
 - d. The County reserves the right to revise and amend the specifications prior to the date set for the opening. Such revisions or amendments, if any will be announced by addenda or amendments to these specifications. Copies of these addenda so issued will be furnished to all prospective proposers.
 - e. **If you consider any portion of your proposal to be confidential information and that disclosure of its contents to competing proposers would be detrimental to your company, clearly identify those portions. It is the responsibility of the responding party to separate information it considers to be confidential and to place such confidential information on separate sheets of paper, each clearly labeled "CONFIDENTIAL". The identified portions will be protected from disclosure to the extent possible under the law.**
 - f. Proposals will be opened so as to avoid disclosure of contents to competing proposers, and not be made public during the process of negotiation. However, all Proposals shall be opened for public inspection after the award to of the contract, except for any bonafide secrets and/or confidential information contained in the proposal and identified as such.

- g. Clarification of Objections to Proposal Requirements.
All such requests for information can only be made in writing sent by email or via fax on or before the deadline of **Wednesday, October 27, 2010** to:

Martha L Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Fax No.: 956-292-7612
Email to: martha.salazar@co.hidalgo.tx.us

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

Hidalgo County is soliciting to contract with qualified firms(s) for Hidalgo County's Excess Worker's Compensation Insurance. Please refer to the "Additional Specifications/Requirements" for further requirements regarding qualifications.

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires one (1) original submittal and ten (10) copies.

SECTION III – RFP SELECTION AND SCHEDULES

SELECTION PROCEDURES:

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a Scoring/Grading Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualification under the RFP, further the Selection Committee may select proposing organizations for “in person” presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected Proposer is subject to the action of Hidalgo County Commissioners Court.

PROPOSAL RANKING:

After the proposals have been reviewed, evaluated and scored, by the Scoring/Grading Committee, a grid will be presented to Commissioner’s Court for the purposes of ranking. Thereafter, Hidalgo County Commissioner’s Court will rank and/or award this proposal.

NEGOTIATION PROCESS:

The number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

EVALUATION: The evaluation system consists of a 100-point system. The participants will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined in Exhibit B contained herein.

Sealed Request for Proposals must be submitted by **no later than 9:30 a.m. on Wednesday, October 27, 2010.** Overnight mail must also be properly labeled on the outside of the Express Envelope or Package with reference to: RFP No.: 2010-267-10-27-OTM “EXCESS WORKERS’ COMPENSATION INSURANCE.”

PROPOSAL SHOULD BE SUBMITTED TO:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 South Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

ADDITIONAL SPECIFICATIONS/REQUIREMENTS

Hidalgo County, Texas

REQUEST FOR PROPOSALS EXCESS WORKERS' COMPENSATION INSURANCE

I. INTRODUCTION

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals from organizations (hereinafter referred to as "PROPOSER") qualified to perform professional excess workers' compensation insurance for the COUNTY's self-funded Workers' Compensation Program. The scope of the work will encompass all aspects of COUNTY operations and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal in the excess workers' compensation insurance.

II. GENERAL BACKGROUND

COUNTY is seeking a new contract for its workers' compensation program. COUNTY is seeking to purchase excess workers' compensation coverage with a \$350,000 per occurrence retention level with Statutory limits.

COUNTY's designated representative during the RFP process shall be COUNTY's Purchasing Agent, Martha L. Salazar, Hidalgo County Purchasing Department, Edinburg, Texas.

The COUNTY's fiscal year is from January 1, 2011 to December 31, 2011.

III. CONTRACT TERM

- a) **Initial Term:** Effective date is from **January 1, 2011 to January 1, 2012;**
- b) **Renewals & Extensions:** It shall be at the County's sole discretion to renew and extend for an additional two (2), one (1) year renewals/extensions at the same rates and under the same terms and conditions. Two (2), one year renewal/extensions are to be provided to Hidalgo County for consideration by no later than, **October 1, 2011** for the first renewal/extension and no later than **October 1, 2012** for the second renewal/extension.

IV. SCOPE OF SERVICES

- EXCESS WORKERS' COMPENSATION SPECIFICATIONS ARE AS FOLLOW:
 - A. PROPOSER will prepare and submit IRS form 1099 for all vendors and mail the forms to vendors. PROPOSER will prepare and submit IRS 1099 data in a magnetic tape format no later than January 15th of each year to COUNTY.
 - B. All costs and expenses with the preparation and submission of proposal shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
 - C. This RFP provides the County's most recent Five (5) years of Summary Loss Information.
 - D. A Payroll History Exhibit is also included in the RFP.

V. PROPOSALS

The PROPOSER's completed Proposal pages of this RFP are the main source of evaluation for the Proposal. All PROPOSERS are encouraged to include any other information that they feel will enhance their opportunities to be awarded a Contract.

VI. PREPARATION OF PROPOSAL

- A. PROPOSER is expected to examine this Request for Proposal (RFP) carefully, understand the terms and conditions for providing the pertinent services, and respond completely. Failure to respond completely may result in disqualification.
- B. Failure to respond to all portions of this RFP may result in the PROPOSER's response being deemed non-responsive. If COUNTY deems a Proposal non-responsive, it will be disqualified. An officer or principal of the PROPOSER must sign proposals, however, an agent if accompanied by written evidence of authority may sign them.
- C. All Proposals should include the PROPOSER's federal tax identification number.

VII. SELECTION PROCESS

COUNTY will conduct a comprehensive evaluation of all Proposals received in response to this RFP. COUNTY will establish a Selection Committee comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the Selection Committee may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of COUNTY's County Council.

- A. Economic evaluation of the Proposed Fee Schedule (20 Points)
- B. Responsiveness to the Request for Proposal (20 Points)
 - 1. Requested information included and thoroughness of response.
 - 2. Understanding and acceptance of the scope of services.
 - 3. Acceptance of the RFP and Contract requirements.
 - 4. Clarity and conciseness of the response.
- C. PROPOSER's capability to provide the services requested and information contained in Attachment "A" (60 Points)
 - 1. Background of PROPOSER and support personnel, including professional qualifications.
 - 2. Relevant experience of the PROPOSER.
 - 3. Specific experience with public entity clients.
 - 4. Other resources, including the total number of employees, number and location of offices.
 - 5. References and experience in the Texas public sector.

COUNTY may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of COUNTY.

The Contract will be awarded to the respondent whose Proposal will be most advantageous to COUNTY, as determined by the evaluation factor's listed herein and by the recommendation of the Selection Committee with approval of the County Commissioners Court.

VIII. TERMS AND CONDITIONS

Submission of Proposals: One (1) original and ten typed and bound copies of the Proposal shall be enclosed in a sealed envelope with the notation "Excess Workers' Compensation Insurance" clearly marked on the envelope. All Proposals are due in the Purchasing at Hidalgo County no later than 9:30 AM CST on **Wednesday, October 27, 2010**. Any Proposal received at the location below after that time shall not be considered.

Please mail or deliver your Proposal to:
Physical Address
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department (New Adm. Bldg.)
2812 S. Hwy. 281
Edinburg, TX 78539
(956) 318-2626

All provisions in PROPOSER's Proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or if a Proposal is selected, throughout the entire term of the Contract.

All Proposals become property of COUNTY upon receipt and will not be returned. Proposals submitted will clearly identify trade secrets or information deemed confidential by the PROPOSER by typing the word "**CONFIDENTIAL**" in bold fourteen (14) point font on the bottom margin and indicate what information is protected. However, all PROPOSERS are hereby notified that any Proposals submitted to COUNTY may be subject to disclosure, either in whole or part, under the Texas Public Information Act.

Independent Contractor - It is expressly understood and agreed that PROPOSER and all persons designated by it to provide services in connection with this RFP, is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that COUNTY shall in no way be responsible for any acts or omissions by the PROPOSER. Neither party hereto has authority neither to bind the other nor to hold out to third party that it has the authority to bind the other.

IX. INSURANCE & INDEMNITY PROVISIONS

- A. Prior to the commencement of any work under this CONTRACT, CONTRACTOR shall furnish an original completed certificate(s) of insurance to the COUNTY's DEPARTMENT OF BUDGET & MANAGEMENT, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon.
- B. The COUNTY reserves the right to review the insurance requirements of this section during the effective period of this CONTRACT and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the COUNTY's DEPARTMENT OF BUDGET & MANAGEMENT based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the COUNTY allow modification whereupon the COUNTY may incur increased risk.
- C. The COUNTY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the COUNTY, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the COUNTY, the CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.
- D. CONTRACTOR agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions.
 - Name the COUNTY and its directors, officers, employees, agents and elected officials as additional insureds with respects to the operations and activities of, or on behalf of, the named insured performed under contract with the COUNTY, with the exception of the workers' compensation/employers' liability and the professional liability policies.
 - The CONTRACTOR's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the COUNTY for liability arising out of operations under the contract with the COUNTY.
 - Provide for an endorsement that the "other insurance" clause shall not apply to the COUNTY where the COUNTY is an additional insured on the policy.
 - Workers' Compensation/Employers' liability policy will provide a waiver of Subrogation in favor of the COUNTY.
- E. CONTRACTOR shall notify the COUNTY in the event of any notice of cancellation, nonrenewal or material change in coverage and shall give such notices not less than ten (10) days prior to the change, or ten (10) days for nonpayment of premium, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the COUNTY, by Certified mail, at the following address:

Hidalgo County Department of Budget & Management
Attention: Flora Vazquez
2802 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

- F. CONTRACTOR covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the COUNTY and its elected officials, employees, officers, directors, and representatives, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the COUNTY directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this CONTRACT, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of COUNTY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.
- G. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- H. CONTRACTOR shall promptly advise the COUNTY, in writing of any claim or demand against the COUNTY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR'S activities under this CONTRACT.

X. SCHEDULE OF EVENTS

RFP Mailouts	<u>Wednesday, October 06, 2010</u>
Proposals Due	<u>Wednesday, October 27, 2010-9:30 a.m.</u>
Contract Award	<u>Possible Award On: Tuesday, November 09, 2010</u>
Start Date	<u>January 1, 2012</u>

XI. RESERVATION OF RIGHTS

COUNTY reserves the right to:

- Reject any and all Proposals received.
- Issue a subsequent RFP
- Cancel the entire RFP
- Remedy technical errors in the RFP process
- Negotiate with any, all or none of the respondents to the RFP
- Accept the written Proposal as an offer
- Waive informalities and irregularities
- Accept one or more Proposals

This RFP does not commit COUNTY to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of Proposals or in anticipation of a Contract.

WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, October 13, 2010 at 5:00 p.m..
Res-ponses will be sent to all respondents via facsimile by Friday, October 15, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All questions must be transmitted via facsimile to:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Fax No.: 956-292-7612

HIDALGO COUNTY, TEXAS

EXCESS WORKERS' COMPENSATION INSURANCE

Primary Program Options -

Limits:

WC: Statutory
EL: \$1,000,000/ \$1,000,000/ \$1,000,000

SIR Options:

WC & EL: a) \$350,000 Per Occurrence

**Policies-- All
Options/Coverages:**

To Be Determined

Payment Terms:

Insurer's Best Rating: Please include the insurer's Best's Rating in your proposal.

Accepted Declined

Requested Coverages, Limits, and Deductibles

Workers Compensation: Statutory

Employers Liability:

\$1,000,000 Bodily injury by accident, each accident (\$100,000 min.)

\$1,000,000 Bodily injury by disease, each employee (\$100,000 min.)

\$1,000,000 Bodily injury by disease, policy limit (\$500,000 min.)

Requested Coverage Provisions

Requested Effective Date: January 1, 2011 to January 1, 2012

Accepted Declined

Named Insured: The named insured should read as follows: HIDALGO COUNTY

Accepted Declined

Other States Coverage: Please provide other states coverage for all states and U.S. territories and possessions, except the monopolistic state fund states.

Accepted Declined

Please include the following endorsements:

Voluntary Compensation (WC 00 03 11A): Please include this endorsement providing coverage for state workers compensation benefits for employees not otherwise entitled to workers compensation benefits under that state's law, provided that the injured employee releases the employer and the insurer from all other responsibility for the injury. Voluntary coverage should apply to ALL EMPLOYEES NOT SUBJECT TO THE WORKERS COMPENSATION OR OCCUPATIONAL DISEASE LAW OF ANY STATE, EMPLOYEES INJURED WHILE TEMPORARILY WORKING OUTSIDE OF THE UNITED STATES AND CANADA, VOLUNTEERS, AGRICULTURAL EMPLOYEES, DOMESTIC EMPLOYEES, OTHERS in all states where legally permissible. Benefits payable should be those established in the workers compensation law of THE STATE OF HIRE, THE STATE WHERE INJURY OCCURS, THE STATE OF.

Accepted Declined

Waiver of Our Right To Recover from Others Endorsement (WC 00 03 13):

Please endorse the policy to provide *blanket* waivers of subrogation when required by written contract or agreement.

Accepted Declined

Ninety-Day Notice of Cancellation, Nonrenewal, or Material Change in Renewal.

Please add the manuscript cancellation notice endorsement included with this submission.

Accepted Declined

Delayed Notice of Occurrence Endorsement

The duties in the Event of Occurrence, Claim, or Suit section of the policy is amended to include:

knowledge of any occurrence, claim, or suit by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such injury, claim, or suit shall have been received by the Department Of Budget & Management or any executive officer.

Accepted Declined

Broad Named Insured Endorsement

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of

more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted Declined

Unintentional Errors and Omissions

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted Declined

Notice of Occurrence

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted Declined

Loss Control Services: Please describe the loss control services that will be provided.

Quoted Premium

Total Premium: \$ _____

Premium Computation Information: Please detail the premium computation, including scheduled credits used:

Premium Payment Plan: Please provide the details of any available premium payment plans: _____

Exposure and Rating Information

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION.

Owned Aircraft: There are _____ owned aircraft, with a total of _____ passenger seats.

Volunteer Workers: There are approximately _____ volunteer workers performing DESCRIBE TYPES OF WORK.

Workers Compensation Codes and Projected Payrolls: Refer to enclosed "Workers Compensation Schedule."

Loss Control Programs: DESCRIBE

Loss History: Refer to attached LOSS SUMMARY, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION.

EXHIBIT B

SELECTION/EVALUATION CRITERIA

**HIDALGO COUNTY
REQUEST FOR PROPOSAL**

**EXCESS WORKERS' COMPENSATION
INSURANCE**

SELECTION/EVALUATION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County will establish a "Selection Committee" comprised of staff members to perform such evaluation. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the "Selection Committee" may select proposing organizations for "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. Final approval of a selected PROPOSER is subject to the action of COUNTY'S COMMISSIONERS' COURT.

1. Economic Evaluation of the Proposed Fee Schedule **20 Points**
2. Responsiveness to the Request For Proposal **20 Points**
 - a. Requested information included and thoroughness of response.
 - b. Understanding and acceptance of the scope of services.
 - c. Acceptance of the RFP and Contract requirements.
 - d. Clarity and conciseness of the response.
3. Proposer's capability to provide the services requested **60 Points**
 - a. Background of Proposer and Support Personnel, including professional qualifications.
 - b. Relevant experience of the Proposer.
 - c. Specific experience with public entity clients.
 - d. Other resources, including the total number of employees, number and location of offices.
 - e. References and experience in the Texas Public Sector.

County may accept, within the time specified herein, any Proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the County.

The Contract will be awarded to the respondent whose Proposal will be most advantageous to County, as determined by the evaluation factor's listed herein and by the recommendation of the Selection Committee with approval of Commissioners Court.

RFP SELECTION/EVALUATION FORM

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Economic Evaluation of the Proposed Fee Schedule	20 Points	_____
2. Responsiveness to the Request For Proposal		
a. Requested information included and thoroughness of response.		
b. Understanding and acceptance of the scope of services.		
c. Acceptance of the RFP and Contract requirements.		
d. Clarity and conciseness of the response. Responsiveness to the Request For Proposal		
	20 Points	_____
3. Proposer's capability to provide the services requested and information contained in Attachment "A".		
a. Background of Proposer and Support Personnel, including professional qualifications.		
b. Relevant experience of the Proposer.		
c. Specific experience with public entity clients.		
d. Other resources, including the total number of employees, number and location of offices.		
e. References and experience in the Texas Public Sector.		
	60 Points	_____
Total	100 Points	Score

Provider: _____

Evaluator: _____ Date: _____

Comments: _____

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD		CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER		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		INSURERS AFFORDING COVERAGE	
		INSURER A:	
		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 OTHER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> GEN L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOG				PRODUCTS - COMP OP \$
					AGG \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS: <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		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 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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

**PROPOSER'S AFFIDAVIT
EXHIBIT "E"**

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR "EXCESS WORKERS' COMPENSATION INSURANCE"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____, 20__

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor	<input type="checkbox"/> Corporation
<input type="checkbox"/> Partnership	<input type="checkbox"/> Other ▶
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
 U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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

Hidalgo County
“Excess Workers’ Compensation Insurance”
Exhibits - Table of Contents
RFP NO: 2007-267-10-27-OTM

EXHIBITS:

1. Claim Summary Report:
 - 2003 Year to Present
2. 2009/2010 Total Budgeted Compensation
3. Declaration Page
4. Head Start Program Locations Sites
5. 2009/2010 Budget-Go To Hidalgo County Website @
www.co.hidalgo.tx.us

Fiscal Year Summary WC - MO / Ind Group
Workers Comp - Medical Only / Indemnity Group
09/01/2010 - 09/30/2010

Fiscal Year	Claim Type	Open	Closed	Total Claims	Paid This Period	Incurred This Period	Recovery this Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
Insurer : Hidalgo County												
2003	Indemn	1	87	88	1,317.00	0.00	0.00	1,179,811.03	39,129.16	1,218,940.19	(26,147.64)	1,192,792.55
	MO	0	97	97	0.00	0.00	0.00	96,282.65	0.00	96,282.65	0.00	96,282.65
	Rec Only	0	100	100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2003		1	284	285	1,317.00	0.00	0.00	1,276,093.68	39,129.16	1,315,222.84	(26,147.64)	1,289,075.20
2004	Indemn	0	124	124	0.00	0.00	0.00	1,614,560.40	0.00	1,614,560.40	(275,601.63)	1,338,958.77
	MO	0	242	242	0.00	0.00	0.00	180,107.51	0.00	180,107.51	(5,959.00)	174,148.51
	Rec Only	0	282	282	7.25	7.25	0.00	148.43	0.00	148.43	0.00	148.43
2004		0	648	648	7.25	7.25	0.00	1,794,816.34	0.00	1,794,816.34	(281,560.63)	1,513,255.71
2005	Indemn	3	119	122	1,432.68	0.00	0.00	996,145.09	28,487.29	1,024,632.38	(38,804.85)	985,827.53
	MO	0	194	194	0.00	0.00	0.00	146,241.03	0.00	146,241.03	(4,352.96)	141,888.07
	Rec Only	1	280	281	300.00	0.00	0.00	23,196.55	1,849.90	25,046.45	0.00	25,046.45
2005		4	593	597	1,732.68	0.00	0.00	1,165,582.67	30,337.19	1,195,919.86	(43,157.81)	1,152,762.05
2006	Indemn	1	129	130	93.88	0.00	0.00	995,454.91	2,857.57	998,312.48	(17,856.27)	980,456.21
	MO	0	176	176	0.00	0.00	0.00	145,120.91	0.00	145,120.91	0.00	145,120.91
	Rec Only	0	241	241	0.00	0.00	0.00	720.19	0.00	720.19	0.00	720.19
2006		1	546	547	93.88	0.00	0.00	1,141,296.01	2,857.57	1,144,153.58	(17,856.27)	1,126,297.31
2007	Indemn	1	145	146	104.88	0.00	0.00	1,005,128.71	1,863.28	1,006,991.99	(40,694.23)	966,297.76
	MO	0	160	160	0.00	0.00	0.00	115,064.38	0.00	115,064.38	0.00	115,064.38
	Rec Only	0	251	251	0.00	0.00	0.00	56.58	0.00	56.58	0.00	56.58
2007		1	556	557	104.88	0.00	0.00	1,120,249.67	1,863.28	1,122,112.95	(40,694.23)	1,081,418.72
2008	Indemn	7	94	101	1,201.09	1,622.24	0.00	1,049,269.49	85,522.33	1,134,791.82	(13,313.86)	1,121,477.96
	MO	0	171	171	0.00	0.00	0.00	131,991.85	0.00	131,991.85	(323.47)	131,668.38
	Rec Only	0	314	314	0.00	0.00	0.00	35.50	0.00	35.50	0.00	35.50
2008		7	579	586	1,201.09	1,622.24	0.00	1,181,296.84	85,522.33	1,266,819.17	(13,637.33)	1,253,181.84
2008	Indemn	16	104	120	19,191.44	(15,829.10)	0.00	608,178.30	76,439.08	684,617.38	(2,232.97)	682,384.41
	MO	4	153	157	9.17	9.17	0.00	108,659.65	1,938.38	110,598.03	0.00	110,598.03

Fiscal Year Summary WC - MO / Ind Group
Workers Comp - Medical Only / Indemnity Group
09/01/2010 - 09/30/2010

Fiscal Year	Claim Type	Open	Closed	Total Claims	Paid This Period	Incurred This Period	Recovery this Period	Paid	Outstanding	Incurred	Recovery	Net Incurred
Insurer : Hidalgo County												
2009	Rec Only	0	312	312	0.00	0.00	0.00	767.47	0.00	767.47	0.00	767.47
		20	569	589	19,200.61	(15,819.93)	0.00	717,605.42	78,377.46	795,982.88	(2,232.97)	793,749.91
	Indem	52	69	121	52,866.89	94,858.10	0.00	261,115.02	335,952.68	597,067.70	0.00	597,067.70
	MO	31	64	95	6,877.66	3,825.18	0.00	45,044.87	39,562.54	84,607.41	0.00	84,607.41
	Rec Only	0	217	217	(187.46)	(187.46)	0.00	7.25	0.00	7.25	0.00	7.25
2010		83	350	433	59,557.09	98,495.82	0.00	306,167.14	375,515.22	681,682.36	0.00	681,682.36
	INDEM Total :	81	871	952	76,207.86	80,651.24	0.00	7,709,662.95	570,251.39	8,279,914.34	(414,651.45)	7,865,262.89
	MO Total :	35	1,257	1,292	6,886.83	3,834.35	0.00	968,512.85	41,500.92	1,010,013.77	(10,635.43)	999,378.34
	Rec Only Total :	1	1,997	1,998	119.79	(180.21)	0.00	24,931.97	1,849.90	26,781.87	0.00	26,781.87
	Insurer Total :	117	4,125	4,242	83,214.48	84,305.38	0.00	8,703,107.77	613,602.21	9,316,709.98	(425,286.89)	8,891,423.10

For 01/01/09 - 01/31/10

Expenditure Summary Report

FYEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Sp

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2202 SELF-FUNDED WORKERS' COMP						
9-2202-419-50-115-060-0-113	296.00	.00	296.00	296.00	.00	100.00
HIDALGO CO W/C-REG F/T EMPLOYEES						
9-2202-419-50-115-060-0-141	380,503.40	.00	314,089.45	314,089.45	66,413.95	82.55
HIDALGO CO W/C-LOST WAGES						
9-2202-419-50-115-060-0-211	173.50	.00	173.50	173.50	.00	100.00
HIDALGO CO W/C-HEALTH INSURANCE						
9-2202-419-50-115-060-0-220	22.41	.00	22.41	22.41	.00	100.00
HIDALGO CO W/C-FICA						
9-2202-419-50-115-060-0-230	26.70	.00	26.70	26.70	.00	100.00
HIDALGO CO W/C-RETIREMENT						
9-2202-419-50-115-060-0-250	1.48	.00	1.48	1.48	.00	100.00
HIDALGO CO W/C-UNEMPLOYMENT COMP						
9-2202-419-50-115-060-0-260	.59	.00	.59	.59	.00	100.00
HIDALGO CO W/C-WORKERS COMP						
9-2202-419-50-115-060-0-331	800,000.00	.00	514,202.14	514,202.14	285,797.86	64.28
HIDALGO CO W/C-PHYSICIAN SERVICES						
9-2202-419-50-115-060-0-333	85,000.00	.00	70,592.43	70,592.43	14,407.57	83.05
HIDALGO CO W/C-LEGAL SERVICES						
9-2202-419-50-115-060-0-820	461,475.92	.00	55,687.00	55,687.00	405,788.92	12.07
HIDALGO CO W/C-CLAIMS & JUDGEMENTS NOT C						
060						
9-2202-419-50-115-061-0-333	1,727,500.00	.00	955,091.70	955,091.70	772,408.30	55.29
DD 1 W/C-LEGAL SERVICES						
9-2202-419-50-115-061-0-820	5,000.00	.00	3,615.51	3,615.51	1,384.49	72.31
DD 1 W/C-CLAIMS & JUDGEMENTS NOT COVERED						
9-2202-419-50-115-061-0-890	.00	.00	-1,417.00	-1,417.00	1,417.00	.00
DD 1 W/C-OTHER						
061						
9-2202-419-50-115-062-0-141	146,423.56	.00	.00	.00	146,423.56	.00
CSA W/C-LOST WAGES						
9-2202-419-50-115-062-0-331	151,423.56	.00	2,198.51	2,198.51	149,225.05	1.45
CSA W/C-PHYSICIAN SERVICES						
9-2202-419-50-115-062-0-333	7,500.00	.00	5,976.00	5,976.00	1,524.00	79.68
CSA W/C-LEGAL SERVICES						
9-2202-419-50-115-062-0-333	5,200.00	.00	4,894.05	4,894.05	305.95	94.12
CSA W/C-CLAIMS & JUDGEMENTS NOT COVERED						
9-2202-419-50-115-062-0-820	1,000.00	.00	.00	.00	1,000.00	.00
CSA W/C-CLAIMS & JUDGEMENTS NOT COVERED						
062						
9-2202-419-50-115-063-0-141	13,700.00	.00	10,510.05	10,510.05	3,189.95	76.72
HEADSTART W/C-LOST WAGES						
9-2202-419-50-115-063-0-331	80,000.00	.00	44,641.45	44,641.45	35,358.55	55.80
HEADSTART W/C-PHYSICIAN SERVICES						
9-2202-419-50-115-063-0-333	120,000.00	.00	99,409.78	99,409.78	20,590.22	82.84
HEADSTART W/C-LEGAL SERVICES						
9-2202-419-50-115-063-0-820	10,200.00	.00	8,752.95	8,752.95	1,447.05	85.81
HEADSTART W/C-CLAIMS & JUDGEMENTS NOT CO						
063						
9-2202-419-50-115-065-0-113	230,200.00	.00	-6,785.82	-6,785.82	236,985.82	-2.95
DBX-W/C DIV-REG F/T EMPLOYEES						
9-2202-419-50-115-065-0-115	260,785.93	.00	260,776.59	260,776.59	9.34	100.00
DBX-W/C DIV-LONGEVITY PAY						
9-2202-419-50-115-065-0-117	2,311.92	.00	2,311.92	2,311.92	.00	100.00
DBX-W/C DIV-SUPPLEMENTAL PAY						
9-2202-419-50-115-065-0-118	328.83	.00	315.26	315.26	13.57	95.87
DBX-W/C DIV-AUTO ALLOWANCE						
9-2202-419-50-115-065-0-211	4,015.49	.00	4,015.49	4,015.49	.00	100.00
DBX-W/C DIV-HEALTH INSURANCE						
9-2202-419-50-115-065-0-212	22,016.16	.00	22,016.16	22,016.16	.00	100.00
DBX-W/C DIV-LIFE INSURANCE						
9-2202-419-50-115-065-0-220	174.87	.00	174.87	174.87	.00	100.00
DBX-W/C DIV-FICA						
9-2202-419-50-115-065-0-230	20,174.89	.00	20,216.51	20,216.51	-41.62	100.21
DBX-W/C DIV-RETIREMENT						
9-2202-419-50-115-065-0-250	24,172.54	.00	24,171.44	24,171.44	1.10	100.00
DBX-W/C DIV-UNEMPLOYMENT COMP						
9-2202-419-50-115-065-0-260	1,337.13	.00	1,337.07	1,337.07	.06	100.00
DBX-W/C DIV-WORKERS COMP						
9-2202-419-50-115-065-0-311	571.10	.00	327.02	327.02	244.08	57.26
DBX-W/C DIV-MGMT CONSULTING SRV						
9-2202-419-50-115-065-0-311	13,318.39	.00	11,000.00	11,000.00	2,318.39	82.59

For 01/01/09 - 01/31/10

Expenditure Summary Report

FYX501A


Periods 01 - 13

Standard Report Format

1001 - Standard Report Sp

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
2202 SELF-FUNDED WORKERS' COMP						
9-2202-419-50-115-065-0-336	DEM-W/C DIV-COMPUTER SERVICES	354.26	.00	.00	354.26	.00
9-2202-419-50-115-065-0-339	DEM-W/C DIV-OTHER PROF SRV	6,615.00	.00	.00	6,615.00	.00
9-2202-419-50-115-065-0-431	DEM-W/C DIV-BLDG&OTHR STRUC R&M SRV	169.53	.00	.00	169.53	.00
9-2202-419-50-115-065-0-432	DEM-W/C DIV-EQUIP&VEH R&M SRV	1,300.00	.00	.00	1,300.00	.00
9-2202-419-50-115-065-0-434	DEM-W/C DIV-VEHICLE R&M SERVICE	.00	.00	.00	.00	.00
9-2202-419-50-115-065-0-442	DEM-W/C DIV-EQUIP & VEHICLE RENTALS	5,716.04	.00	3,817.64	3,817.64	1,898.40
9-2202-419-50-115-065-0-531	DEM-W/C DIV-TELEPHONE	2,000.00	.00	1,849.51	1,849.51	150.49
9-2202-419-50-115-065-0-535	DEM-W/C DIV-POSTAGE	3,000.00	.00	1,404.57	1,404.57	1,595.43
9-2202-419-50-115-065-0-550	DEM-W/C DIV-PRINTING & BINDING	1,000.00	.00	261.20	261.20	738.80
9-2202-419-50-115-065-0-560	DEM-W/C DIV-MICROFILM & FILM DEVELOPMENT	500.00	.00	.00	.00	500.00
9-2202-419-50-115-065-0-581	DEM-W/C DIV-TRAVEL IN COUNTY	600.00	.00	.00	.00	600.00
9-2202-419-50-115-065-0-583	DEM-W/C DIV-TRAVEL OUT OF COUNTY	2,003.04	.00	2,003.04	2,003.04	.00
9-2202-419-50-115-065-0-584	DEM-W/C DIV-REGISTRATION FEES	4,506.71	.00	1,275.00	1,275.00	3,231.71
9-2202-419-50-115-065-0-601	DEM-W/C DIV-OFFICE & COMP SUPPL	6,684.28	.00	3,488.08	3,488.08	3,196.20
9-2202-419-50-115-065-0-602	DEM-W/C DIV-PAPER SUPPLIES	381.80	.00	381.80	381.80	.00
9-2202-419-50-115-065-0-631	DEM-W/C DIV-BOTTLED WATER	500.00	.00	82.25	82.25	417.75
9-2202-419-50-115-065-0-661	DEM-W/C DIV-MINOR OFFICE FURN & EQUIP	4,950.00	.00	1,341.00	1,341.00	3,609.00
9-2202-419-50-115-065-0-665	DEM-W/C DIV-MINOR COMPUTER EQUIPMENT	1,605.00	.00	378.41	378.41	1,226.59
9-2202-419-50-115-065-0-666	DEM-W/C DIV-MINOR OFFICE FURNITURE	.00	.00	.00	.00	.00
9-2202-419-50-115-065-0-855	DEM-W/C DIV-LATE FEES, PENALTIES & FINANC	50.00	.00	19.39	19.39	30.61
9-2202-419-50-115-065-0-870	DEM-W/C DIV-DEPRECIATION	10,632.00	.00	10,632.00	10,632.00	.00
065						
9-2202-419-50-115-066-0-350	CLAIMS SERVICING-OTHER SERVICES	401,774.91	.00	373,596.22	373,596.22	28,178.69
9-2202-419-50-115-066-0-524	CLAIMS SERVICING-GENERAL INSURANCE	240,000.00	.00	180,000.00	180,000.00	60,000.00
		250,000.00	.00	161,131.50	161,131.50	88,868.50
066						
2202 SELF-FUNDED WORKERS' COMP		490,000.00	.00	341,131.50	341,131.50	148,868.50
9 YEAR 9		3,014,598.47	.00	1,675,742.16	1,675,742.16	1,338,856.31
		3,014,598.47	.00	1,675,742.16	1,675,856.31	55.59

**PUBLIC ENTITY EXCESS
LIABILITY POLICY DECLARATIONS**

Producer Name and Mailing Address:	 McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. te 1450 <small>404 East Ramsey Road, Suite 108 / San Antonio, Texas 78216 TEL--(210) 695-8582</small>
Renewal of:	CP 02678 72
Policy No.:	CP 05136 25
Named Insured and Mailing Address:	Hidalgo County Purchasing Department 2812 S. Business 281 Hidalgo County New Administration Building Edinburg, TX 78539
Policy Period:	From 1/1/10 to 1/1/11 at 12:0am Standard Time at your mailing address shown above

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Only a Coverage Form marked below with an "X" is part of this policy on its effective date:

Excess General Liability
 Excess Automobile *1 Any Auto
 Excess Workers' Compensation

Defense Costs/Claims Expenses are included in the Limit:

Limit of Insurance:	Each Accident or Occurrence Limit	<u>\$1,000,000.</u>
	Policy Aggregate Limit	<u>\$2,000,000.</u>
	Workers' Compensation	<u>\$Statutory</u>
Self-Insured Limit Retention:	Liability other than W.C.	<u>\$1,000,000.</u>
	Workers' Compensation Liability	<u>\$350,000.</u>
Advanced Premium:		
<input checked="" type="checkbox"/> Flat	<input type="checkbox"/> Adjustable (see Premium Adjustment Endorsement)	<u>\$168,515</u>

Endorsements attached to this Policy: JCL 00 01; 09 15 IL; 4563 IL; CG 00 01; CG 2135; CG 2425; IL 0017; IL 0021; IL 0275; SNS 1002; SNS 1005; SNS 1008; SNS 1010; SNS 1017; SNS GEN 01; SNS GEN 02; SNS GEN 03; SNS GEN 04.

Countersigned: 

By: 
Authorized Representative

HEAD START CENTERS

	Center	Address	Phone #	Fax #
1	Alamo	306 South 7th Alamo, Tx. 78516	787-4318	283-0573
2	Alton	202 W. Dawes Ave. Alton Tx. 78578	581-8854	583-6016
3	Donna I	1400 Silver Ave. Donna Tx. 78537	464-2443	464-5373
4	Donna II	1715 Miller Ave. Donna Tx. 78537	464-2561	461-3830
5	Donna IV (La Amistad)	202 West South Ave. Donna, Tx 78537	461-2699	461-3245
6	Edcouch	W. Hwy 107 & Mile 4 N. Edcouch, Tx 78538	262-4552	262-7527
7	Edinburg I	225 South 25th St. Edinburg Tx. 78539	383-3922	383-0823
8	Edinburg II	1200 North 1st Edinburg, Tx. 78539	380-1088	287-9321
9	Edinburg III (Galilean)	3817 South I Rd. Edinburg, Tx. 78539	383-7041	383-7370
10	Edinburg IV	3215 Richardson RD. Edinburg, Tx 78539	383-4730	316-0432
11	Edinburg V	3500 E F.M. 2812 Edinburg, Tx. 78539	383-0665	383-2760
12	Elsa	700 Northwest Hidalgo Tx. 78543	262-4542	262-3644
13	Hidalgo	621 South 5th St. Hidalgo, Tx 78557	843-8361	843-6739
14	La Herencia	RR 3 Box 3059 Mercedes, Tx. 78570	514-4828	514-4917
15	La Joya	231 S. Leo St. La Joya, Tx. 78569	581-2022	524-7298
16	Las Milpas I	741 Zapata Ave. Pharr, Tx 78569	783-1723	781-1723
17	Las Milpas II (El Pueblo)	901E. Thomas Pharr, Tx. 78577	787-6525	787-6431
18	McAllen II STC	101 South 16th Street, McAllen, Tx	631-4240	682-5709
19	McAllen IV (Padre Vida)	3900 South WareRoad McAllen Tx. 78501	618-3797	618-1256
20	McAllen V	1200 North 25th St. McAllen Tx. 78501	928-1396	994-8292
21	McAllen VI (El Patrimonio)	2601 Sarah Avenue McAllen Tx. 78572	583-4435	584-3178
22	McAllen (Vine Terrace)	2220 (B) North 27th St. McAllen, Tx 78501	687-9437	630-4707
23	Mercedes I	1100 w. Expressway 83 Mercedes, Tx 78570	565-5062	514-1163
24	Mercedes II (La Estancia)	3601 East Mile 8 North Mercedes, Tx 78570	514-5492	514-1247
25	Mission I	115 Mayberry Mission, Tx 78572	581-2031	585-7802
26	Mission II	1105 East 8th St. Mission Tx. 78572	581-3635	583-6218
27	Mission III (Pueblo De Paz)	3401 N. Mayberry Mission Tx 78572	580-9709	581-3252
28	Mission IV (Rio de Vida)	301 S. Inspiration Mission	581-6155	581-1835
29	Monte Alto	25249 1st Street, Monte Alto Tx 78538	262-4591	262-9229
30	Palmview I	1/4 M.N. 495 on Fm 2062 Palmview Tx 78572	580-1394	519-7373
31	Palmview Annex	1/4 M.N. 495 on Fm 2062 Palmview Tx 78572	580-1394	519-7373
32	Palmview II	618 N. Breyfogle Rd, Palmview Tx. 78572	583-4435	584-3178
33	Palmview III	2401 N. Moorefield Road, Mission, Tx.	584-3860	584-3857
34	Penitas	1 Mile So of Hwy 83 on FM 1427 PenitasTx. 78576	584-7164	580-0418
35	Pharr	415 E. Clark Pharr, Tx 78577	781-0116	787-4750
36	Progreso	Corner of S. 1015 & Palm Progreso, Tx 78579	565-0107	514-0317
37	San Carlos	5 Mile E. Hwy 107 San Carlos, Tx 78539	381-9119	381-9307

HEAD START CENTERS

	Center	Address	Phone #	Fax #
38	San Juan I	200 North Cougar San Juan, Tx 78589	787-4358	787-4358
39	San Juan II	601 Earling Rd San Juan Tx 78589	782-1056	781-9022
40	Sullivan City	Highway 83 Sullivan City, Tx 78595	485-2996	485-9597
41	Weslaco I	310 N. Kansas St. Weslaco, Tx 78596	968-3886	969-8116
42	Weslaco II	3030 N. Texas Blvd, Weslaco, Tx 78596	969-3064	447-1789
43	Weslaco III	6 1/2 W & Expressway 83 Weslaco Tx 78596	968-9751	969-8668
44	Western Rd	Corner of Wester Rd Fm Mission, Tx 78572	583-9700	581-8155
45	Granjeno (Inactive)	6610 South FM 492 Mission, Tx.	N/A	N/A

1	LBJ Administrative Office	1901 W, State Hwy 107, McAllen, TX	383-0706	
---	---------------------------	------------------------------------	----------	--

KITCHENS

1	Edcouch Kitchen	W. Hwy 107 & Mile 4 N Edcouch, Tx 78538	262-5284	
2	Mission Kitchen	400 W. 13th Mission, Tx. 78572	581-7415	



IMS / London American
 Campbell Centre II - Suite 1450, North Central Ex
 Dallas, TX 75206
 Voice (214) 373-3936 * Fax (214) 739-1904

BINDER

Previous No.

No. CP0513734

Named Insured:
 Hidalgo County

2812 S. Business 281
 Edinburg TX 78539

Jackie Day

McGriff, Seibels, (Dal)
 Williams of Texas, Inc.
 5080 Spectrum Dr. Ste 900E
 Addison TX 75001

Name of Insurer(s)
 Star Insurance Company 100%

Fax: (469) 232-2101

Binder Effective: 01-01-11 to 01-01-12
 Policy Effective: 01-01-11 to 01-01-12
 12:01 A.M. Standard Time

TYPE OF POLICY: Excess General Liability and Workers Compensation

LIMITS: Liability - \$1,000,000 / \$2,000,000
 Workers Compensation - Statutory

SIR: Liability - \$1,000,000
 Workers Compensation - \$350,000

TERMS/CONDITIONS: Per Expiring

THIS COVERAGE IS SUBJECT TO ALL TERMS/CONDITIONS OF POLICY TO BE ISSUED.

TOTAL PREMIUM \$160,000.00

CONDITIONS: THIS TEMPORARY BINDING OF COVERAGE SHALL BE VOID FROM THE BEGINNING IF THE UNDERWRITER DOES NOT RECEIVE, REVIEW AND ACCEPT SUCH MATERIALS AND INFORMATION REQUESTED ABOVE WITHIN THE TIME FRAME STATED. THIS BINDER IS ALSO CANCELLED WHEN A POLICY IS ISSUED.

Date December 29, 2010

Authorized Representative:

GENERAL CONDITIONS
Temporary Confirmation of Insurance

FRAUD:

1. If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Confirmation shall become void, and all claims thereunder shall be forfeited.

CANCELLATION:

2. This Confirmation may be cancelled on the customary short rate basis by the Assured at any time by surrender of this confirmation to McGriff, Seibels & Williams of Texas, Inc. This Confirmation may also be cancelled, with or without the return or tender of the unearned premium, by the Insurer(s) or by McGriff, Seibels & Williams of Texas, Inc., in their behalf, by delivering to the Assured, or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein, not less than ten days written notice, stating when the cancellation shall be effective, and in such case the Insurer(s) shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by the Insurer(s) hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurer(s) or the Assured.

CLAIMS:

3. Loss, if any, to be payable in United States Currency. The Assured shall immediately report to McGriff, Seibels & Williams of Texas, Inc., at their office in Houston, Texas, any occurrence likely to result in a claim under this insurance.
4. This insurance is subject to all provisions of this Confirmation, whether printed, typed, added by endorsement, or appearing in forms attached or incorporated by reference. Provisions added by endorsement or forms attached or incorporated by reference supersede any inconsistent printed or typed provisions in this Confirmation.
5. Forms & Special Conditions: Forms applicable are subject in all respects to the terms, conditions and limitations of the policy(ies) or cover note(s) in current use by Insurer(s), unless otherwise specified hereinafter.
6. It is agreed that in the event of the failure of Insurers hereon to pay any amount claimed to be due hereunder, the Insurers hereon, at the request of the Assured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of Insurers' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

It is further agreed that service of process in such suit may be made upon the Company's Secretary at the Home Office of the Company as shown on the Declarations.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

7. This Confirmation shall not be assigned, either in whole or in part, without the written consent of McGriff, Seibels & Williams of Texas, Inc. endorsed hereon.
8. This Confirmation shall not be valid unless signed by an Authorized Officer of McGriff, Seibels & Williams of Texas, Inc.

DEFINITION:

It is hereby understood and agreed wherever the printed word "Confirmation" appears herein, it shall be deemed to read "Temporary Confirmation of Insurance".

IMPORTANT: THIS TEMPORARY CONFIRMATION OF INSURANCE CANNOT BE CANCELLED FLAT. EARNED PREMIUM MUST BE PAID FOR THE TIME INSURANCE HAS BEEN IN FORCE. PREMIUM OF THE AMOUNT SHOWN HEREIN IS DUE AND PAYABLE TO MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. ON OR BEFORE THE DUE DATE SHOWN HEREON. IF THE PREMIUM IS NOT PAID WITHIN THE TIME SPECIFIED, THE INSURANCE EVIDENCED BY THIS CONFIRMATION AUTOMATICALLY TERMINATES AND PRO-RATA PREMIUM SHALL BE DUE AND PAYABLE.

THE ASSURED IS REQUESTED TO READ THIS TEMPORARY CONFIRMATION OF INSURANCE, AND IF INCORRECT, RETURN IT IMMEDIATELY FOR ALTERATION.

COMPLAINT NOTICE

IMPORTANT NOTICE

AVISO IMPORTANTE

1 To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

2 You may call **McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.'S** toll-free telephone number for information or to make a complaint at:

Usted puede llamar al numero de telefono gratis de **McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.** para informacion o para someter una queja al:

1-877-624-7433

1-877-624-7433

3 You may also write to **McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. :**

Usted tambien puede escribir a **McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.:**

**5080 Spectrum Drive 900E
Addison, TX 75001**

**5080 Spectrum Drive 900E
Addison, TX 75001**

4 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

1-800-252-3439

5 You may write the Texas Department of Insurance:

Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104
Austin, TX 78714-9104
FAX#(512)475-1771
WEB: <http://www.tdi.state.tx.us>
EMAIL: ConsumerProtection@tdi.state.tx.us**

**P.O. Box 149104
Austin, TX 78714-9104
FAX#(512)475-1771
WEB: <http://www.tdi.state.tx.us>
EMAIL: ConsumerProtection@tdi.state.tx.us**

6 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the

7 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, prede entonces comunicarse con el

UNA ESTE AVISO A SU POLIZA:

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Ratings & Analysis Center

United States | Asia Pacific | Canada | Europe

[About](#) | [Contact](#) | [Sitomap](#)

Ratings & Analysis ▾

- Home
- Best's Credit Ratings +
 - ▾ Financial Strength Ratings
 - ▾ Issuer Credit Ratings
 - ▾ Debt Ratings
 - ▾ Advanced Search
- About Best's Credit Ratings +
 - ▾ Get a Credit Rating +
 - ▾ Best's Special Reports
- Add Best's Credit Ratings Search To Your Site
- BestMark for Secure-Rated Insurers
- Contact an Analyst
- Awards and Recognitions

News & Research

Products & Services

Industry Information ▾

Corporate ▾

Support & Resources ▾

Conferences and Events ▾

Star Insurance Company

(a member of [Meadowbrook Insurance Group](#))
 A.M. Best #: 000695 NAIC #: 10023 FEIN #: 302626205

Print this page

Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



Address: 26255 American Drive
 Southfield, MI 48034-6112
 UNITED STATES

Phone: 248-358-1100
 Fax: 248-358-1614
 Web: www.meadowbrook.com

Best's Ratings

Financial Strength Ratings View Definitions	Issuer Credit Ratings View Definitions
Rating: A+ (Excellent)	Long-Term: a-
Affiliation Code: p (Pooled)	Outlook: Stable
Financial Size Category: IX (\$250 Million to \$500 Million)	Action: Affirmed
Outlook: Stable	Date: December 23, 2010
Action: Affirmed	
Effective Date: December 23, 2010	

* Denotes Under Review Best's Ratings

Office: A.M. Best Company
 Financial Analyst: Richele Bryan
 Assistant Vice President: Joseph M Roethel

Reports and News

Visit our NewsRoom for the latest [news and press releases](#) for this company and its A.M. Best Group

AMR Credit Report - Insurance Professional - Includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data
 Report Revision Date: 12/23/2010 (represents the latest significant change)
 Historical Reports are available in [AMR Credit Report - Insurance Professional Archive](#)

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis
 Data Status: 2010 Best's Statement File - P/C, US Contains data compiled as of 12/25/2010 (Quality Cross Checked)

- **Single Company** - five years of financial data specifically on this company
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group

AMR Credit Report - Business Professional - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary
 Data Status: Contains data compiled as of 12/25/2010 (Quality Cross Checked)

Best's Key Rating Guide Presentation Report - Includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products
 Data Status: 2009 Financial Data (Quality Cross Checked).

Financial and Analytical Products

- [Best's Key Rating Guide - P/C, US & Canada](#)
- [Best's Statement File - P/C, US](#)
- [Best's Statement File - Global](#)
- [Best's Insurance Reports - P/C, US & Canada](#)
- [Best's State Line - P/C, US](#)
- [Best's Insurance Expense Exhibit \(IEE\) - P/C, US](#)
- [Best's Schedule E \(Reinsurance\) - P/C, US](#)
- [Best's Schedule D \(Municipal Bonds\) - US](#)
- [Best's Schedule D \(Common Stocks\) - US](#)

Member Center

For ratings and product access
[Login](#) | [Sign up](#)

Find a Best's Credit Rating

▾ [Advanced Search](#)

Get Rated by AM Best

View Rating Definitions

The following is a brief summary of the measures that we have taken as your broker to review and report to you objectively on the financial security of your insuring companies. Information is included on A.M. Best Company, our primary security rating source, and the internal policies and standards which we have established to address this important issue for our customers.

HISTORY

A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The Best's Rating Guide was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the Best's International Rating Guide was published, reporting on the claims-paying ability of over 950 international insurers.

The information used by Best to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company, and on an interim basis as conditions dictate.

RATING SYSTEM

The Best's rating system is designed to evaluate a wide range of objective and subjective factors which affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the companies' financial strength, its operating performance and its ability to meet its financial obligations to policyholders, as follows:

- Profitability - Spread of risk
- Quality of reinsurance program - Leverage/capitalization
- Quality and diversification of assets - Liquidity
- Adequacy of policy loss reserves - Adequacy of policyholder's surplus
- Capital structure - Management experience and objectives

RATING SYMBOLS

A typical Best's rating is composed of two parts. The "Security" portion provides an alphabetical indication of the quality of the security provided by a company to its policyholders. This rating is further defined in three categories, "Secure," "Vulnerable" or "Not Assigned." The "Financial Size" (FSC) portion of the Best's rating uses Roman numerals to rank companies based on the dollar amounts of their policyholders' surplus and contingent reserve funds.

While comparative rankings for security or financial size by themselves may not adequately portray the complete financial health of a company, the combination of the two has proven to be reliable in predicting the ability of a company to meet its claims obligations in a timely manner, both now and in the near future. The actual rating symbols used by Best and their meanings are:

"Secure" Ratings	A++ or A+	Superior
	A or A-	Excellent
	B++ or B+	Very Good
"Vulnerable" Ratings	B or B-	Adequate
	C++ or C+	Fair
	C or C-	Marginal
	D	Very Vulnerable
	E	Under Supervision
	F	In Liquidation

"Not Assigned" Ratings NA-1 through NA-11, indicating conditions such as inadequacy of size (to justify a rating), inapplicable rating procedure, incomplete

Financial Size Categories

I	Under \$1,000,000	VIII	\$100,000,000 - \$250,000,000
II	\$1,000,000 - \$2,000,000	IX	\$250,000,000 - \$500,000,000
III	\$2,000,000 - \$5,000,000	X	\$500,000,000 - \$700,000,000
IV	\$5,000,000 - \$10,000,000	XI	\$750,000,000 - \$1,000,000,000
V	\$10,000,000 - \$25,000,000	XII	\$1,000,000,000 - \$1,250,000,000
VI	\$25,000,000 - \$50,000,000	XIII	\$1,250,000,000 - \$1,500,000,000
VII	\$50,000,000 - \$100,000,000	XIV	\$1,500,000,000 - \$2,000,000,000
		XV	Over \$2,000,000,000

Source: Best's Rating Key Guide - 1999 Edition

MSW SECURITY REVIEW

McGriff, Seibels & Williams has established an internal "Security Review Committee" composed of senior management representatives from the Finance, Marketing, Branch, Wholesale and Administrative Divisions of the company. This committee's purpose is to

This committee meets periodically to review the current listing of all companies, intermediaries and associations which are actively used by MSW. It will also act on any pending requests received from throughout the company to have new providers activate.

MSW MINIMUM SECURITY STANDARDS

Approved Companies:	A- (Excellent)	VIII (\$100,000,000 - \$250,000,000)
Acceptable Companies:	B+ (Very Good)	VIII (\$100,000,000 - \$250,000,000)
Restricted Companies:	All Companies with ratings of B+ VII or below	
Prohibited Companies:	All other Companies not mentioned in one of the Standards above	

MSW PROVIDER CLASSIFICATIONS

"Approved Provider" - Any provider whose Best's rating is A- VIII or higher. The Best's rating of an "approved" provider must be printed on all MSW binders and proposals delivered to clients or prospects.

"Acceptable Provider" - Any provider whose Best's rating is B+ VIII or higher, but below A- VIII. The Best's rating of an "acceptable" provider must be printed on all MSW binders and proposals delivered to clients or prospects.

In addition, certain providers, which have been reviewed by the Security Review Committee, may be considered acceptable security. The client will not be required to sign any form of disclaimer or acknowledgement of receipt of this information.

"Restricted Provider" - Any domestic insurance provider whose Best's rating is B+ VII or lower, or who has no Best's rating and has not been given an exception by the Security Review Committee. They will be accessible only upon presentation of a standard.

"Prohibited Provider" - All other providers not mentioned in one of the paragraphs above. These providers will not be set up for active use in the MSW agency management system at any time, for any reason.

All A.M. Best rating changes will be posted on our website (www.mcgriff.com). Rate changes that result in a provider moving to a lower classification (e.g. downgraded from "Approved" to "Acceptable" or from "Acceptable" to "Restricted") will be communicated to you in writing and delivered via U.S. Mail.