

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

SERVICE CONTRACT  
C-11-144A-11-22

THIS CONTRACT is made and entered into this 22<sup>nd</sup> day of November, 2011 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Quest Diagnostics, Inc. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **“Laboratory Services”** for Hidalgo County (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the “RFB”) and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB, 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 agrees that this Contract is entered into in order to provide the Services to locations at Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of

this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, Commissioner, 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.

3. This Contract shall be for a period beginning November 30, 2011 and ending November 29, 2012, with the County's option to extend for an additional two (2) one (1) year term. Contract may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract specifically all required licenses and permits, including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification 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**  
  **1615 S. Closner, Suite J**  
  **Edinburg, Texas 78539**

If to Company:                 **Quest Diagnostics, Inc.**  
  **Attn: Michael Peat, Ph.D.**  
  **4770 Regent Blvd.**  
  **Irving, TX 75063**

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.

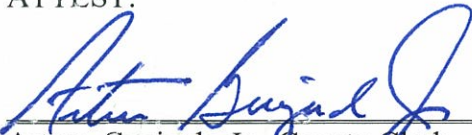
17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the

provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

**COUNTY OF HIDALGO**


ATTEST:

  
Arturo Guajardo Jr., County Clerk

By:   
Ramon Garcia, County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: 11/22/11 

**QUESTDIAGNOSTICS, INC.**

By:   
Printed Name: Michael Peat  
Title: Managing Director

APPROVED AS TO FORM:

Atlas & Hall LLP

By:   
Steve L. Crain

**EXHIBIT “A”**

**REQUEST FOR BIDS (RFB)**

**PROCUREMENT PACKET**



PURCHASING DEPARTMENT  
County Of Hidalgo

October 11, 2011

\_\_\_\_\_  
Bidder's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

Re: **HIDALGO COUNTY** (all funding sources)  
Request for Bids -"**LABORATORY SERVICES**"  
**Bid No: 2011-144A-10-26-SMA**

Dear Prospective Bidders:

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/sma

Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo


**CHECKLIST**  
**REQUEST FOR BID (RFB)**  
**HIDALGO COUNTY**  
*"Laboratory Services"*  
BID NO.: 2011-144A-10-26-SMA

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1. Request For Bid Letter, consists of 1 page.
2. Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications & Resolution, consisting of 6 pages.
4. Exhibit "B" Bid Page, consisting of 4 pages.
5. Exhibit "C" Insurance Requirements, consisting, of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of 1 page,
7. Vendor/Bidder Application and W-9 form, consisting of 6 pages.
8. Certification Regarding Debarment, consists of 1 pages
9. Draft Service Contract, consisting of 5 pages.

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  
Hidalgo County Purchasing Agent

October 11, 2011  
Date

# **LEGAL NOTICE**

**REQUEST FOR BIDS**

Hidalgo County  
(All funding sources)

“Laboratory Services”

BID NO: 2011-144A-10-26-SMA

**Bid No: 2011-144A-10-26-SMA**

**Buyer: Sandra Montalvo**

**Tel. No: (956) 318-2626**

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY**

**(All funding sources)**

### **“LABORATORY SERVICES”**

**BID OPENING DATE: October 26, 2011 @ 9:30 A.M.**



Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Highway 281 - New Administration Building  
Edinburg, Texas 78539  
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY (all funding sources) LABORATORY 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 ("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-2011-144A-10-26-SMA- HIDALGO COUNTY-(all funding sources) LABORATORY SERVICES”** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, October 26, 2011.**

**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-2011-144A-10-26-SMA-RFB-HIDALGO COUNTY-(all funding sources) LABORATORY 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 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 and Contract Number** (if any)
  - d) Notation-**"HIDALGO COUNTY-(all funding sources) LABORATORY 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:

Ray Eufracio, Auditor  
 Hidalgo County Auditor's Office  
 2808 South Business Hwy 281  
 Edinburg, Texas 78539  
 ATTN.: Accounts Payable  
 (956) 318-2511

**17. SCHEDULE OF EVENTS**

<b>Bid Opening, 9:30 AM</b>	<b><u>October 26, 2011</u></b>
Award of Contract	_____ 2011
Commence Work or Deliver Products	_____ , 2011

**18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT(if applicable):**

- 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 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 to 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**  
(all funding sources)  
**“LABORATORY SERVICES”**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Hwy 281 - New Administration Building  
Edinburg, Texas 78539

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

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

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**SPECIFICATIONS/REQUIREMENTS**

**REQUEST FOR BIDS**

Hidalgo County  
(All funding sources)

“Laboratory Services”

BID NO: 2011-144A-10-26-SMA

**EXHIBIT "A"**  
**SPECIFICATIONS/REQUIREMENTS**  
**Hidalgo County** (all funding sources)  
**"LABORATORY SERVICES"**  
**BID NO.:2011-144A-10-26-SMA**

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Hidalgo County is requesting bidder(s) from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide "*Laboratory Services*" in a timely manner; ensure that such services meet the county and state jail standards; ensure quality, yet be cost effective.

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County. These requirements and/or specifications must be **equal or better**, including, but not limited to, the following:

**SPECIFICAITONS/REQUIREMENTS, TERMS AND CONDITIONS**

- 1) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.
- 2) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.
- 3) All services will be on an "**As Needed Basis**", there are no set quantities to be requested only approximations.
- 4) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year terms.
- 5) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.
- 6) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the EXHIBIT "C" for limits).
- 7) Hidalgo County reserves the right to award to one (1) or multiple vendors whichever is more valuable to the County.
- 8) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.
- 9) Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.
- 10) Any/all health care services provided to inmates who are in the custody of Hidalgo County will only pay (apply) current Medicaid rates when invoicing charges are greater than the Medicaid rate fees. (*as referred and attached hereto and approved by Commissioner's court on September 25, 2007*)
- 11) Any test/and or service required by our medical personnel that is not mentioned on the contract, such service(s) will also be paid under Medicaid rates fee. (*as referred and attached hereto and approved by Commissioner's court on September 25, 2007*)
- 12) Specimens will be collected by Hidalgo County Staff.
- 13) Provide at least one (1) accessible lab location to refer patients for collection if specimen cannot be collected by Hidalgo County staff (i.e. Edinburg). Laboratory will be responsible for delivery/processing of such specimens when necessary.

14) Electronic Lab results are required.

15) All certificates, licenses, etc. for laboratory to operate in the State of Texas are required and copies must be submitted with bid. *(Including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification)*

16) All supplies must be provided to Hidalgo County for all required testing and results must be available and provided within 24 hours.

17) Lab must schedule and provide pick up services for all specimens from each facility listed below. Hidalgo County reserves the right to add or delete locations as it deems in the best interest of the County

<b>LOCATIONS/CLINICS</b>	
<b>HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT</b>	
Contact Person: <b>Elena Gaitan 956-587-6200</b>	
1)	Judge Mario E. Ramirez, Jr. Juvenile Justice Center 1001 N Doolittle Edinburg, TX 78541
<b>HIDALGO COUNTY SHERIFF'S OFFICE</b>	
Contact Person: <b>Juan Tapia 956-383-8114</b>	
1)	Hidalgo County Jail 701 El Cíbolo Rd. Edinburg, TX 78539
<b>HIDALGO COUNTY HEALTH &amp; HUMAN SERVICES</b>	
1)	Edinburg Clinic 3105 E Schunior Edinburg, TX 78539
2)	Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956)262-1141 Supervisor: Marisol Escamilla, R.N.
3)	Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956)843-7463 Supervisor: Cecilia Lopez, R.N.
4)	McAllen Clinic 300 E. Hackberry McAllen, Texas 785001 Phone: (956)682-6155 Supervisor Norma Garza, R.N.
5)	Mission Clinic 211 N. Schurebach Road Mission, Texas 78572 Phone: (956)585-2461 Supervisor: Victoria Garza, R.N.
6)	Pharr Clinic 300 W. Hall Acres Pharr, Tx Phone: (956)787-1531 Supervisor: Lilia Velasco, R.N.
7)	Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956)969-8332 Supervisor: Elva Murphy, R.N.
8)	Pulmonary Clinic (South Entrance) 1304 South 25 <sup>th</sup> Ave Edinburg, Texas 78542 Phone: (956)387-0118 Supervisor: Gloria Salinas, R.N., TB Program Manager

**SERVICES REQUIRED:**

The vendor shall provide qualified and trained personnel and certified licensed facilities for the laboratory services. Laboratory testing services shall; include, but is not limited to the following services:

1) ABO and Rh
2) Accult Blood, Feces
3) Acute Hepatitis Panel
4) Aerobic Bacterial Culture.
5) Amylase.
6) Antinuclear Antibodies. <i>Results</i>
7) B <sub>12</sub> and Folate.
8) Bacterial Vaginosis/Baginitis (Trich, G. Vaginalis, & Candida)
9) Basic Metabolic Panel.
10) BUN
11) Carbamazipine levels.
12) CBC w Diff w/ Plt.
13) CBC w Diff w/o Plt.
14) CBC w/ diff and platelets.
15) CBC w/o Diff w Plt.
16) CBC w/o Diff w/o Plt.
17) CEA.
18) Chem 24.
19) Chlamydia/GC DNA Probe w/confirmation on positives.
20) Chlamydia/GC DNA Probe w/out confirmation.
21) Cholesterol Total
22) Ck,Total
23) Comp Metabolic Panel
24) Creatinine.
25) Cult, Campylobac
26) Culture, Aerob/Anaer
27) Cultures (wound and urine)
28) Digoxin.
29) Dilantin levels.
30) Draw Fee, Psc Spec
31) Drug screens (serum and urine).
32) Electrolyte Panel.
33) Eosinophil Ct, (B)
34) Fecal Fat, Qual
35) Fecal Leukocyte Stn
36) Ferritin
37) FSH and LH.
38) Genital Culture, Routine.
39) Giardia Ag Detection
40) Glucose, Plasma.
41) Group B Strep Colonization Detection Cult/DNA Probe.
42) H & H
43) hCG, Beta Subunit, Qual.
44) hCG, Beta Subunit, Quant.
45) Hdl-Cholesterol
46) Helicobacter pylori IgG.
47) Hematocrit.
48) Hemoglobin A1C w/MBG.
49) Hemoglobin.
50) Hep A Igm Ab

51) Hepatic Function Panel.
52) Hepatitis B Surface Antibody.
53) Hepatitis B Surface Antigen.
54) Hepatitis C Antibody.
55) Herpes Culture.
56) Hgal c.
57) HIV-1 Antibodies.
58) H-pylori.
59) Hsv 1/2 Herpeselect
60) Iron and IBC.
61) Iron, Total & Ibc
62) Lead
63) Lipid Panel.
64) Lithium levels.
65) Liver enzyme panel.
66) Magnesium.
67) Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)
68) Maternal Serum Screen 5 (Penta)
69) Myoglobin
70) Myoglobin (U)
71) New Born Screening
72) Occult Blood.
73) Ova & Parasites.
74) Phenytoin.
75) Platelet Count.
76) Potassium.
77) PreGen-Plus.
78) Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella
79) Prolactin.
80) Prothrombin Time (PT).
81) PSA.
82) PTT Activated.
83) RBC Count.
84) Renal Function Panel.
85) Rheumatoid Arthritis Factor.
86) RPR.
87) Rubella Antibodies, IgG.
88) Sed Rate, Westergren.
89) Stat Assay 1
90) Stat Assay 2
91) Stool Culture.
92) Surpath (Liquid pap smear) includes HPV, GC/Chlamydia
93) T <sub>3</sub> Uptake.
94) T-4 (Thyroxine)
95) T-4 Free
96) Testosterone.
97) Throat, Beta-Hemolytic Strep Cult, Group A.
98) Thyroid Cascade Profile.
99) Thyroxine (T <sub>4</sub> ).
100) Total Electrophoresis
101) T <sub>p</sub> Rand (U) W/Creat
102) Triglycerides
103) TSH, 3 <sup>rd</sup> generation.
104) TSH.
105) Ua, Complete
106) UA.
107) Upper Respiratory Culture, Routine.
108) Uric Acid

109)	Urinalysis (Microscopic on Positives).
110)	Urine Culture, Routine.
111)	Valporic acid levels.
112)	Valproic Acid
113)	VDRL.
114)	Vitamin B-12
115)	WBC Count.
116)	WBC Differential.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Sandra Montalvo, Buyer, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**


ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no LATER THAN, **Wednesday, October 19, 2011 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, October 21, 2011, by 5:00 p.m.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

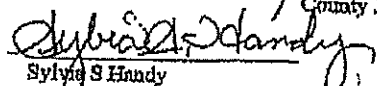
**RESOLUTION**


**A WRITTEN RESOLUTION AUTHORIZING SENDING NOTICE TO ALL HEALTHCARE PROVIDERS, AND PHARMACIES AND AUTHORIZING THE COUNTY TO PAY INDIGENT AND MEDICAID RATES FOR THE CARE OF INMATES IN THE CUSTODY OF HIDALGO COUNTY**


*BE IT RESOLVED THAT*, that the Commissioners Court of Hidalgo County hereby resolves and authorizes that effective September 25, 2007, Hidalgo County will only pay current indigent or Medicaid rates for all health care and drugs provided to inmates who are in the custody of Hidalgo County and hereby authorizes the sending of written notice by the County Auditors to all health care providers and pharmacies notifying them that Hidalgo County will only pay current indigent or Medicaid rates for all health care and drugs provided to inmates who are in the custody of Hidalgo County.

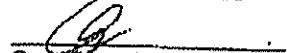
*NOW, THEREFORE* be it resolved, that the Commissioners Court of Hidalgo County hereby approves the above resolution.

  
Juan D. Sullivan, III  
County Judge

  
Sylvia S. Handy  
Commissioner Precinct 1

  
Hector "Tito" Palacios  
Commissioner Precinct 2

  
Joe M. Flores  
Commissioner Precinct 3

  
Oscar Garza, Jr.  
Commissioner Precinct 4

# **EXHIBIT "B"**

**BID PAGE**

**REQUEST FOR BIDS**

Hidalgo County

(All funding sources)

**"Laboratory Services"**

**BID NO: 2011-144A-10-26-SMA**

**EXHIBIT "B"**

Bid Page

**HIDALGO COUNTY** (all funding sources)**"LABORATORY SERVICES"****BID No. 2011-144A-10-26-SMA**

ITEM No.	DIAGNOSTIC PROCEDURES	UNIT COST
1.	ABO and Rh	\$
2.	Accult Blood, Feces	\$
3.	Acute Hepatitis Panel	\$
4.	Aerobic Bacterial Culture.	\$
5.	Amylase.	\$
6.	Antinuclear Antibodies. <i>Results</i>	\$
7.	B <sub>12</sub> and Folate.	\$
8.	Bacterial Vaginosis/Baginitis (Trich, G. Vaginalis, & Candida)	\$
9.	Basic Metabolic Panel.	\$
10.	BUN	\$
11.	Carbamazepine levels.	\$
12.	CBC w Diff w/ Plt.	\$
13.	CBC w Diff w/o Plt.	\$
14.	CBC w/ diff and platelets.	\$
15.	CBC w/o Diff w Plt.	\$
16.	CBC w/o Diff w/o Plt.	\$
17.	CEA.	\$
18.	Chem 24.	\$
19.	Chlamydia/GC DNA Probe w/confirmation on positives	\$
20.	Chlamydia/GC DNA Probe w/out confirmation	\$
21.	Cholesterol Total	\$
22.	Ck, Total	\$
23.	Comp Metabolic Panel	\$
24.	Creatinine.	\$
25.	Cult, Campylobac	\$
26.	Culture, Aerob/Anaer	\$
27.	Cultures (wound and urine)	\$
28.	Digoxin	\$
29.	Dilantin levels	\$
30.	Draw Fee, Psc Spec	\$
31.	Drug screens (serum and urine)	\$
32.	Electrolyte Panel	\$
33.	Eosinophil Ct, (B)	\$
34.	Fecal Fat, Qual	\$
35.	Fecal Leukocyte Stn	\$
36.	Ferritin	\$
37.	FSH and LH.	\$
38.	Genital Culture, Routine.	\$
39.	Giardia Ag Detection	\$
40.	Glucose, Plasma	\$
41.	Group B Strep Colonization Detection Cult/DNA Probe	\$

**EXHIBIT "B"**

Bid Page

**HIDALGO COUNTY** (all funding sources)  
**"LABORATORY SERVICES"**  
**BID No. 2011-144A-10-26-SMA**

42.	H & H	\$
43.	hCG, Beta Subunit, Qual.	\$
44.	hCG, Beta Subunit, Quant.	\$
45.	Hdl-Cholesterol	\$
46.	Helicobacter pylori IgG.	\$
47.	Hematocrit.	\$
48.	Hemoglobin A1C w/MBG.	\$
49.	Hemoglobin.	\$
50.	Hep A Igm Ab	\$
51.	Hepatic Function Panel.	\$
52.	Hepatitis B Surface Antibody.	\$
53.	Hepatitis B Surface Antigen.	\$
54.	Hepatitis C Antibody.	\$
55.	Herpes Culture.	\$
56.	Hgal c.	\$
57.	HIV-1 Antibodies.	\$
58.	H-pylori.	\$
59.	Hsv 1/2 Herpeselect	\$
60.	Iron and IBC.	\$
61.	Iron, Total & Ibc	\$
62.	Lead	\$
63.	Lipid Panel.	\$
64.	Lithium levels.	\$
65.	Liver enzyme panel.	\$
66.	Magnesium.	\$
67.	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)	\$
68.	Maternal Serum Screen 5 (Penta)	\$
69.	Myoglobin	\$
70.	Myoglobin (U)	\$
71.	New Born Screening	\$
72.	Occult Blood.	\$
73.	Ova & Parasites.	\$
74.	Phenytoin.	\$
75.	Platelet Count.	\$
76.	Potassium.	\$
77.	PreGen-Plus.	\$
78.	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella	\$
79.	Prolactin.	\$
80.	Prothrombin Time (PT).	\$
81.	PSA.	\$
82.	PTT Activated.	\$
83.	RBC Count.	\$

**EXHIBIT "B"**

Bid Page

**HIDALGO COUNTY** (all funding sources)  
**"LABORATORY SERVICES"**  
**BID No. 2011-144A-10-26-SMA**

84.	Renal Function Panel.	
85.	Rheumatoid Arthritis Factor.	
86.	RPR.	
87.	Rubella Antibodies, IgG.	
88.	Sed Rate, Westergren.	
89.	Stat Assay 1	
90.	Stat Assay 2	
91.	Stool Culture.	
92.	Surpath (Liquid pap smear) includes HPV, GC/Chlamydia	
93.	T <sub>3</sub> Uptake.	
94.	T-4 (Thyroxine)	
95.	T-4 Free	
96.	Testosterone.	
97.	Throat, Beta-Hemolytic Strep Cult, Group A.	
98.	Thyroid Cascade Profile.	
99.	Thyroxine (T <sub>4</sub> ).	
100.	Total Electrophoresis	
101.	Tp Rand (U) W/Creat	
102.	Triglycerides	
103.	TSH, 3 <sup>rd</sup> generation.	
104.	TSH.	
105.	Ua, Complete	
106.	UA.	
107.	Upper Respiratory Culture, Routine.	
108.	Uric Acid	
109.	Urinalysis (Microscopic on Positives).	
110.	Urine Culture, Routine.	
111.	Valporic acid levels	
112.	Valproic Acid	
113.	VDRL.	
114.	Vitamin B-12	
115.	WBC Count.	
116.	WBC Differential.	

**EXHIBIT "B"**

Bid Page

**HIDALGO COUNTY** (all funding sources)  
**"LABORATORY SERVICES"**  
**BID No. 2011-144A-10-26-SMA**

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**BIDDER'S INFORMATION:**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE & FAX NO'S:

CELLULAR NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE

# **EXHIBIT "C"**

## **INSURANCE REQUIREMENTS**

### **REQUEST FOR BIDS**

Hidalgo County

(All funding sources)

“Laboratory Services”

BID NO: 2011-144A-10-26-SMA

**EXHIBIT "C"**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or 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** 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.

Revised 03/11/11

**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	<b>INSURERS AFFORDING COVERAGE</b>
	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	<b>GENERAL LIABILITY</b>				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"/> LOC				PRODUCTS - COMP/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b>				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) \$
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
					\$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATU- OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	<b>OTHER</b>				

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 BY 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 (if applicable): \_\_\_\_\_.
- 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 (if applicable), 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

**(THIS FORM MUST ACCOMPANY BID PACKET)**

# **EXHIBIT “D”**

## **CIQ FORM CONFLICT OF INTEREST QUESTIONNAIRE**

### **REQUEST FOR BIDS**

Hidalgo County  
(All funding sources)

“Laboratory Services”

BID NO: 2011-144A-10-26-SMA

# 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

**VENDOR'S APPLICATION**  
**&**  
**W-9 FORM**

**REQUEST FOR BIDS**

Hidalgo County  
(All funding sources)

“Laboratory Services”

BID NO: 2011-144A-10-26-SMA



**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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	<input type="checkbox"/> Exempt payee
	<input type="checkbox"/> Other (see instructions) ▶	
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 the "Name" line 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	
	-       -
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. citizen or other U.S. person (defined below).

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### 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.

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. 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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### 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/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**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/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity 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.

The following payees are exempt from backup withholding:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.gov](http://www.ssa.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](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://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.** Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**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.

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.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup>  The actual owner <sup>4</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>3</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the 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 for partnerships* on page 1.

<sup>5</sup> Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**CERTIFICATION**  
**REGARDING DEBARMENT**

REQUEST FOR BIDS

Hidalgo County  
(All funding sources)

“Laboratory Services”

BID NO: 2011-144A-10-26-SMA

**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”**

**BID PAGE**

**EXHIBIT "B"**  
**Bid Page**  
**HIDALGO COUNTY (all funding sources)**  
**"LABORATORY SERVICES"**  
**BID No. 2100-144A-10-26-SMA**

Item No.	Quest Test Code	DIAGNOSTIC PROCEDURES	PRICE
1	7788	ABO and Rh	\$ 4.00
2	11290	Occult Blood, Feces (Fecal Globin by Immunochemistry - InSure)	\$ 22.00
3	10306	Acute Hepatitis Panel (Hepatitis Panel, Acute w/reflex confirmation)	\$ 48.00
4	4550	Aerobic Bacterial Culture	\$ 15.00
5	243	Amylase	\$ 6.00
6	249	Antinuclear Antibodies (ANA)	\$ 6.00
7	7065	B12 and Folate	\$ 15.00
8	14577	Bacterial Vaginosis/Vaginitis (Trich, G. Vaginalis, & Candida)	\$ 52.00
9	10165	Basic Metabolic Panel	\$ 2.36
10	294	BUN	\$ 1.72
11	329	Carbamazepine levels (Carbamazepine, Total)	\$ 8.00
12	6399	CBC w/Diff w/Plt(CBC includes Differential and Platelets)	\$ 2.50
13	N/A	CBC w/Diff w/o Plt	N/A
14	6399	CBC w/diff and platelets (CBC includes Differential and Platelets)	\$ 2.50
15	1759	CBC w/o Diff w Plt (CBC H/H, RBC, Indices, WBC, Plt)	\$ 2.15
16	N/A	CBC w/o Diff w/o Plt	N/A
17	978	CEA	\$ 15.00
18	N/A	Chem 24	N/A
19	17305	Chlamydia/GC DNA Probe w/confirmation on positives (QUEST-CT/NG DNA, SDA)	\$ 35.00
20	N/A	Chlamydia/GC DNA Probe w/o confirmation	N/A
21	334	Cholesterol Total	\$ 1.75
22	374	CK, Total	\$ 3.00
23	10231	Comp Metabolic Panel	\$ 2.95
24	375	Creatinine	\$ 1.72
25	4475	Cult, Campylobac	\$ 10.78
26	4550	Culture, Aerob/Anaer (wound)	\$ 15.00
27	395	Cultures (urine)	\$ 8.00
28	418	Digoxin	\$ 9.00
29	713	Dilantin levels	\$ 10.50
30	3259	Draw Fee, Psc Spec	\$ 3.00
31	2126	Drug screens (urine)	\$ 26.00
32	34392	Electrolyte Panel	\$ 1.97
33	425	Eosinophil Ct, (B)	\$ 15.00
34	3967	Fecal Fat, Qual	\$ 9.00
35	3930	Fecal Leukocyte Strn	\$ 6.00
36	457	Ferritin	\$ 3.50
37	7137	FSH and LH	\$ 15.50
38	4558	Genital Culture, Routine	\$ 12.00
39	8625	Giardia Ag Detection	\$ 12.00
40	484	Glucose, Plasma	\$ 4.50
41	14547	Group B Strep Colonization Detection Cult/DNA Probe	\$ 20.00
42	7998	H & H (Hgb & Hct)	\$ 3.76
43	8435	hCG, Beta Subunit, Qual.	\$ 8.00
44	8396	HCG, Beta Subunit, Quant	\$ 8.00
45	608	Hdl-Cholesterol	\$ 1.75

46	29407	Helicobacter pylori IgG	\$ 16.00
47	509	Hematocrit	\$ 1.88
48	8181	Hemoglobin A1C w/MPG	\$ 5.25
49	510	Hemoglobin	\$ 1.88
50	512	Hep A Igm Ab	\$ 14.00
51	10256	Hepatic Function Panel	\$ 2.26
52	8475	Hepatitis B Surface Antibody	\$ 15.00
53	498	Hepatitis B Surface Antigen (w/conf)	\$ 6.00
54	8472	Hepatitis C Antibody	\$ 9.00
55	2692	Herpes Culture (HSV, Rapid)	\$ 20.00
56	N/A	Hgal c.	N/A
57	19728	HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex)	\$ 10.00
58	29407	H-pylori (IGG AB)	\$ 16.00
59	6447	Hsv 1/2 Herpeselect	\$ 24.00
60	N/A	Iron and IBC	N/A
61	7573	Iron, Total & Ibc	\$ 3.88
62	599	Lead	\$ 9.50
63	7600	Lipid Panel	\$ 5.25
64	613	Lithium levels	\$ 8.00
65	34391	Liver Enzyme Panel (Hepatic Function Panel w/o TP)	\$ 2.16
66	622	Magnesium	\$ 4.00
67	30294	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)	\$ 35.00
68	15934	Maternal Serum Screen 5 (Penta)	\$ 99.00
69	660	Myoglobin	\$ 24.00
70	661	Myoglobin (U)	\$ 20.00
71	N/A	New Born Screening	N/A
72	N/A	Occult Blood	N/A
73	681	Ova & Parasites	\$ 11.00
74	713	Phenytoin	\$ 10.50
75	723	Platelet Count	\$ 1.32
76	733	Potassium	\$ 1.72
77	N/A	PreGen-Plus	N/A
*78	20210	Prenatal (OB) Panel Total of 11 tests which include Hept B, HIV, RPR, & Rubella (QUEST-OB Panel incl: CBC, Hep B, RBC, Titer, RPR, Rubella, ABO, Rh type)*	\$ 24.50
*78	19728	*Add-on HIV-1 Ab to QUEST OB-Panel	\$ 10.00
79	746	Prolactin	\$ 8.00
80	8847	Prothrombin Time (PT)	\$ 4.50
81	5363	PSA	\$ 8.00
82	763	PTT Activated	\$ 4.50
83	783	RBC Count	\$ 1.94
84	10314	Renal Function Panel	\$ 2.56
85	4418	Rheumatoid Arthritis Factor	\$ 6.00
86	799	RPR	\$ 4.00
*87	37673	Rubella Antibodies, IgG (QUEST-Rubella Antibodies IgG, IgM)	\$ 43.00
*87	802	Rubella Anitbodies (QUEST - Rubella Immune Status)	\$ 4.00
88	809	Sed Rate, Westergren	\$ 5.00
89	3820	Stat Assay 1	\$ 10.00
90	3821	Stat Assay 2	\$ 20.00
*91	10019	Stool Culture (QUEST-Cult, Salm/Shig)	\$ 13.00
*91	10108	Stool Culture (QUEST-Cult, Stool Salm/Shig/Campy/Shiga Toxin w/Reflex to E.Coli)	\$ 62.50
92	14499	Surpath (Liquid pap smear) includes HPV, GC/Chlamydia	\$ 25.00
93	861	T3 Uptake	\$ 3.00
94	867	T-4 (Thyroxine)	\$ 3.00
95	866	T-4 Free	\$ 4.50
96	873	Testosterone	\$ 11.00

97	4485	Throat, Beta-Hemolytic Strep Cult, Group A	\$ 7.00
98	7444	Thyroid Cascade Profile	\$ 10.00
99	867	Thyroxine (T4)	\$ 3.00
100	747	Total Electrophoresis	\$ 12.00
101	1715	Tp Rand (U) w/creat	\$ 15.00
102	896	Triglycerides	\$ 1.75
103	899	TSH, 3rd generation	\$ 4.00
104	N/A	TSH	N/A
105	5463	UA Complete	\$ 5.50
106	N/A	UA	N/A
107	4482	Upper Respiratory Culture, Routine (QUEST-Culture, Nasopharyngeal/Nasal)	\$ 13.00
108	905	Uric Acid	\$ 2.00
109	7909	Urinalysis (Microscopic on Positives)	\$ 2.53
110	395	Urine Culture, Routine	\$ 8.00
111	N/A	Valporic Acid Levels	N/A
112	916	Valporic Acid	\$ 9.00
113	30509	VDRL (QUEST-VDRL, Serum)	\$ 8.00
114	927	Vitamin B-12	\$ 8.00
115	937	WBC Count	\$ 1.88
116	7064	WBC Differential	\$ 2.50

**EXHIBIT "B"**

Bid Page

**HIDALGO COUNTY** (all funding sources)  
**"LABORATORY SERVICES"**  
**BID No. 2011-144A-10-26-SMA**

**BIDDER'S INFORMATION:**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Quest Diagnostics, Incorporated

ADDRESS: 4770 Regent Blvd

CITY/STATE/ZIP CODE: Irving, TX 75063

PHONE & FAX NO'S: 972-916-3200/972-692-7843

CELLULAR NO: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: *Michael Pest* on behalf of ~~Quest~~ Michael

PRINTED NAME: Michael Pest, Ph.D

TITLE: Managing Director

**EXHIBIT “C”**

**CERTIFICATE OF INSURANCE**



## Rocio Villarreal

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**From:** Hinojosa, Olicia V [Olicia.V.Hinojosa@questdiagnostics.com]  
**Sent:** Monday, November 21, 2011 4:46 PM  
**To:** Rocio Villarreal; sandra.montalvo@co.hidalgo.tx.us  
**Subject:** FW: Bid-2011-144A-10-26-Laboratory Services for Hidalgo County  
**Attachments:** cert\_insurance\_request Hidalgo County Nov 16 2011.xls; Marsh Certificate Of Insurance.pdf

Sandra/Rocio,

Please confirm that this is what you were missing..

Thanks in advance,

### Olicia V. Hinojosa

**Quest Diagnostics** | Account Manager | 1201 E. Ridge Rd., Ste. A | McAllen, TX 78503 USA | e-fax +1.210.579.6910 | mobile +1.956.236.3349 | [Olicia.V.Hinojosa@QuestDiagnostics.com](mailto:Olicia.V.Hinojosa@QuestDiagnostics.com) | [QuestDiagnostics.com](http://QuestDiagnostics.com)

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**From:** Smith, Sharon (Marsh) [mailto:Sharon.E.Smith@marsh.com]  
**Sent:** Monday, November 21, 2011 3:15 PM  
**To:** Hinojosa, Olicia V  
**Subject:** RE: Bid-2011-144A-10-26-Laboratory Services for Hidalgo County

No problem

Please note that the General Liab. coverage is now being evidenced under section C of the attached cert.

In the past the coverage was referenced in the General Liab. section of the cert but we have been advised that we cannot evidence coverage unless there is a policy number. The GL coverage is included under the Excess/Umb. and is evidenced on the cert. I can assure you that it is included on this cert and that the cert. is correct.

Please don't hesitate to call if you have any other questions or problems. Thanks,

*Sharon Smith*  
*Client Representative*  
*Marsh & McLennan*  
*1166 Ave. of the Americas, 39th Flr.*  
*New York, NY 10036*  
*Tel 212-345-3522 / Fax 212-948-8912*  
*sharon.e.smith@marsh.com*

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**From:** Hinojosa, Olicia V [mailto:Olicia.V.Hinojosa@questdiagnostics.com]  
**Sent:** Monday, November 21, 2011 4:00 PM  
**To:** Smith, Sharon (Marsh)  
**Subject:** FW: Bid-2011-144A-10-26-Laboratory Services for Hidalgo County

This is the one we are needing the general liability insurance certificate....

*Monica*



**AGENDA  
CC REGULAR  
HIDALGO COUNTY  
COMMISSIONERS COURT MEETING  
November 22, 2011  
9:30 A.M.**

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. ✓
- 2. ✓
- 3. ✓
- 4. ✓
- 5. ✓

Roll Call *all present*

Pledge of Allegiance

Prayer

Approval of Consent Agenda

Open Forum

*Chairman of Bd.*  
 ① *Gold Selser Re: Camp University*  
 ② *Manuela Juan (Rio Bank) CDRS funds*  
 ③ *Yvonne Ramon Re: Elections - Const. Amend. Spirit Parks Pet. 1 drainage*  
 ④ *Daniel Diaz - TUPE - Drainage*  
 ⑤ *Denhis Wade - United Way Round #*

6.

Executive Officer - Valde Guerra:

A.

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

*NA*

2. Requesting engagement with the firm of \_\_\_\_\_ for the "Provision of Legal Services/Representation in connection with Litigation"

B. AI-29725

*ok*

Executive Office - Environmental Compliance:  
Requesting permission for two (2) employees to travel to San Antonio, Texas on 12/5/11 - 12/7/11 to attend the Stormwater Management Permitting and Regulatory Overview

C. AI-29783

✓

Environmental Compliance: *Martin Ramirez*  
Approval to submit Hidalgo County's MS4 Storm Water Permit Annual Report for Year 4 to TCEQ with authority for County Judge to sign appropriate document(s)

Rey Salazar

Ok

AI-29785

- ✓ 1. Status update on Operation Clean Slate - Phase I Online Payment
- ✓ 2. Discussion, consideration and approval of Operation Clean Slate- Phase II- Scofflaw Program (Vehicle Registration Denial)\OmniBase Program(Drivers License Renewal Denial)
- ✓ 3. Discussion, consideration and approval of the Texas Dept. of Transportation Service Agreement for the purchase of Texas Motor Vehicle Title and Registration Information.

20.

Purchasing Department - Marty Salazar:

Notes:

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

A.

**Hidalgo County**

1.

**Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2.

**Presentation for discussion, consideration and action**

Including, but not limited to, the following items in connection with New Adult Detention Center:

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

None

3.

Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

- a) Renovations of administration building
- b) Other ongoing county owned building construction, renovation repair projects
- c) Emergency situations occurring since last agenda meeting

4. AI-29735

Recommending award of bid and approval of contract document to sole bidder (Quest Diagnostics Clinical Laboratories Inc.) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Laboratory Services" RFB No. 2011-144A-10-26-SMA.