



PURCHASING DEPARTMENT  
County Of Hidalgo

**CERTIFIED MAIL**

MAO Westwood Pharmacy, Inc.  
Dba Westwood Pharmacy  
Hunter Hoggatt, Vice President  
5823 Patterson Avenue  
Richmond, VA 23226

**7099 3220 0002 9744 5023**  
**hunter.hoggatt@westwoodpharmacy.com**

Re: Extension of Agreement-E-11-303-11-15-Legend & Non-Legend Pharmaceuticals for Hidalgo  
County Sheriff's Office

Dear Mr. Hoggatt:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of November 20, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, November 19, 2012, via facsimile to (956) 956-318-2629 or email to : [rocio.villarreal@co.hidalgo.tx.us](mailto:rocio.villarreal@co.hidalgo.tx.us), so as to meet the agenda request form deadlines.

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

Date: \_\_\_\_\_

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

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

Sincerely,

Rocio Villarreal  
Contracts Manager



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

November 8, 2011

**E-11-303-11-15**

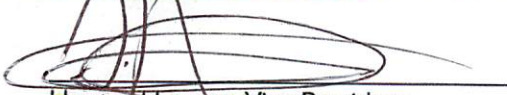
Hunter Hoggatt, Vice President  
**MAO Westwood Pharmacy, Incorporated**  
d/b/a **Westwood Pharmacy**  
5823 Patterson Avenue  
Richmond, VA 23226  
P (804) 288-1933 C (804) 519-3383

via email [hunter.hoggatt@westwoodpharmacy.com](mailto:hunter.hoggatt@westwoodpharmacy.com)

Re: **Extension of Contract #C-09-384-11-03 - "Legend & Non-Legend Pharmaceuticals"-Hidalgo County Sheriff's Office**

Dear Mr. Hunter:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **FIRST (1<sup>ST</sup>) YEAR** of the additional **TWO (2) ONE (1) YEAR** periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us), so, as, to meet the agenda request form deadlines.


By:   
Hunter Hoggatt, Vice President

Date: 11-9-11

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

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

Sincerely,

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

xc: file



**APPROVED**

AI-29612

11. F.

**CC CONSENT**

Meeting Date: 1/15/2011

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION



Requesting authority to exercise the first (1st) year of the additional Two (2) One (1) year options to extend/renew as provided in the current contract for:"LEGEND and NON-LEGEND PHARMACEUTICALS" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with MAO WESTWOOD PHARMACY d/b/a WESTWOOD PHARMACY effective 11/17/11.

BACKGROUND

Extension-Westwood Pharmacy  
Contract C-09-384-11-03

Fiscal Impact

FISCAL YEAR: 2011

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

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 11-9-11 \$50,053.78

Attachments

Acknowledged Letter of Extension & Contract-Westwood Pharmacy cert of insurance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/09/2011 12:25 PM
Budget & Management	Merlen P. Munoz	11/09/2011 12:57 PM
Manuel Chapa	Manuel Chapa	11/09/2011 02:38 PM
Auditor's Office	Angela Garcia	11/10/2011 04:29 PM
Form Started By: Letty Saenz		Started On: 11/08/2011 04:26 PM
Final Approval Date: 11/10/2011		





**AGENDA  
CC CONSENT  
HIDALGO COUNTY  
COMMISSIONERS COURT  
MEETING  
November 15, 2011  
9:30 A.M.**

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

**NOTICE TO THE PUBLIC  
CONSENT AGENDA**

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

1.  **Approval of check register and payment of claims and bills -**  
(Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)
2.  **2011 Intradepartmental Transfers:**

<ol style="list-style-type: none"> <li>A. <b>AI-29613</b></li> <li>B. <b>AI-29651</b></li> <li>C. <b>AI-29497</b></li> <li>D. <b>AI-29650</b></li> <li>E. <b>AI-29617</b></li> <li>F. <b>AI-29647</b></li> <li>G. <b>AI-29648</b></li> </ol>	<ol style="list-style-type: none"> <li>2011 - Purchasing (1100)</li> <li>2011 - County Clerk (1238)</li> <li>2011 - Elections Department (1100)</li> <li>2011 - Co. Wide Mechanic Shop (1200)</li> <li>2011 - Co Wide Mech Shop (1200)</li> <li>2011 - District Attorney (1100)</li> <li>2011 - District Attorney (1222)</li> </ol>
--	---

*approved*

**11. Purchasing Dept:****Notes:**

A. FOR ANY CONTRACTS(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. **AI-29563** Approval of Application for Payment No. 3 (Final) in the amount of \$265,405.30 from Saenz Utility Contractors, Ltd., contracted vendor for Loma Linda Heights Subdivision as submitted by Javier Hinojosa Engineering, project engineer (C-CAP-11-129-05-23).

B. **AI-29555** Requesting authority to renew and extend the lease contract for an additional one (1) year as provided in Article 1.2 of the lease agreement for the "Lease Of Parcel For Citizen Collection Site(s)-1 In Mercedes And 1 In Donna" for Hidalgo County Precinct No. 1 with the same rates, terms and conditions with the following:

1. C-09-215-11-10-Ray Jones-Mercedes Collection Site
2. C-09-215A-11-10-Richard Cohrs-Donna Collection Site

C. **AI-29599** Requesting acceptance and approval of Invoice No. 4 in the amount of \$7,875.00, from contracted vendor, Prodigy Construction Management, LLC in connection with contract C-11-032B-06-14 Construction Managemnt services for Sheriff's Office Substation in the Precinct No. 1 Area, with authorizatoin for Auditor process and County Treasurer issue payment/check.

D. **AI-29597** Acceptance and approval of Invoice #11323965 in the amount of \$6,982.68, from L&G Consulting Engineers, Inc. contracted engineer for "On Call Services for MPO and HCRMA Representation," C-11-054-04-12.

E. **AI-29634** J.P. Pct. 2, PL 2:  
Pursuant to Commissioner's Court action consent agenda item #AI-25874 on 3/29/11 requesting approval to correct monthly copier capital lease to reflect the equipment rental amount of \$116.00/month plus maintenance in the amount of \$18.50/month for a total of \$134.15/month for awarded vendor IKON Office Solutions, Inc. Buyboard Contract #299-08 through PO #655416. (1-1100-412-00-064-001-0-432/780).

- F. AI-29612 Requesting authority to exercise the first (1st) year of the additional Two (2) One (1) year options to extend/renew as provided in the current contract for: "LEGEND and NON-LEGEND PHARMACEUTICALS" for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with MAO WESTWOOD PHARMACY d/b/a WESTWOOD PHARMACY effective 11/17/11.
- G. AI-29592 Acceptance and approval of request for payment on invoice No. 11100 in the amount of \$13,158.00 submitted by Javier Hinojosa Engineering, contracted project engineer for "Mile 4 North Road (Tom Gil Rd to Liberty Rd)".
- H. AI-29576
1. Acceptance and approval of Invoice #062411 (PO#663667) in the amount of \$46.94 as submitted by D & M Coffee Company in connection with luncheon meeting held on June 24, 2011 at the Human Resources Department for review of pending personnel issues which was originally intended to meet the provisions set forth in the County's Policies and Procedures related to Non Travel Meals, Refreshments and Related Expenses;
  2. Acceptance and approval of Invoice #30022 (PO#660823) in the amount of \$110.87 as submitted by D & M Coffee Company in connection with Agenda Workshop held on July 19, 2011 at the Commissioner's Courtroom of the Administration Building for presentation and discussion of 2012 Budget Initiatives which was originally intended to meet the provisions set forth in the County's Policies and Procedures related to Non-Travel Meals, Refreshments and Related Expenses;
- I. AI-29582 Requesting authority to advertise with approval of procurement packet (i.e. legal notice, requirements/specifications, etc. as drafted and developed by the Auditors Office using the GFOA guidelines and working with the Purchasing Department) a request for proposal (RFP) as attached hereto for "Hidalgo County-Professional Auditing Services" RFP No.: 2011-160-SMA
- J. AI-29565 Requesting authority to purchase a one (1) year annual preventive maintenance service product through a processed Purchase Order (as acceptable to vendor) for security electronic and control system services for the Juvenile Probation Department from ISI\*MCS, LTD "Metroplex" (as solicited through quoted proposals with due diligence results of one sole response) as indicated in requisition #198852 at \$3,759.00/year with two (2) additional one (1) year extensions under the same rates (as indicated and committed by vendor in response)-1-1100-423-32-330-001-0-432.



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

3. This Contract shall be for a period of **two (2) years**, commencing on **November 17, 2009** and expiring on **November 16, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

such trucks or vehicles in providing the Services.

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

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

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

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

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

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

independent contractor under this Contract.

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

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

If to Company:                 MAO Westwood Pharmacy, Incorporated  
  d/b/a Westwood Pharmacy  
  Attn: Jake Pasternak, CFO  
  5823 Patterson Avenue  
  Richmond, VA 23226

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

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

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

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

WITNESS our hands in duplicate originals this 3rd day of November, 2009.

**APPROVED AS TO FORM**

*Atlas & Hall, LLP*  
By: *[Signature]*

**COUNTY OF HIDALGO**

**ATTEST:**

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

*[Signature]*  
Arturo Guajardo, Jr., County Clerk *acj*

**COMPANY: MAO Westwood Pharmacy,  
Incorporated d/b/a Westwood Pharmacy**

By: *[Signature]*  
Printed Name: Jake Pasternak  
Title: CFO

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



PURCHASING DEPARTMENT  
County Of Hidalgo

September 21, 2009

---

---

---

---

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**  
Request for Bids -"Legend and Non-Legend Pharmaceuticals"  
**Bid No: 2009-384-10-07-MEG**

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/meg

Enclosures




PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR BID (RFB)  
CHECKLIST  
“LEGEND & NON-LEGEND PHARMACEUTICALS”  
BID NO.: 2009-384-10-07-MEG**

1. Request For Bid Letter, consist of  1  page.
2. Request for Bid, Legal Notice, consisting of  8  pages.  
*(Page 8 must be submitted with bid)*
3. Exhibit “A” Specifications and Bid Sheets consisting of  10  pages.
4. Exhibit “B” Bid Page, consists of  5  pages.  
*(Must be submitted with bid)*
5. Exhibit “C” Insurance Requirements consisting of  4  pages.  
*(Must be submitted with bid)*
6. Exhibit “D” CIQ Conflict of Interest Questionnaire, consisting of  1  page.  
*(Must be submitted with bid)*
7. Vendor/Bidder Application and W-9 form consisting of  6  pages.  
*(Must be submitted with bid)*
8. Draft Requirements Agreement consisting of  8  pages.
9. Certification Regarding Debarment  1  page.  
*(Must be submitted with bid)*

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB  
Purchasing Agent

September 21, 2009  
Date

**Bid No:2009-384-10-07-MEG**

**Buyer: Elena Gomez**

**Tel. No: (956) 318-2626 Ext 4855**

## **REQUEST FOR BIDS**

### **HIDALGO COUNTY SHERIFF'S OFFICE "LEGEND and NON-LEGEND PHARMACEUTICAL"**

**BID NO.: 2009-384-10-07-MEG**

**BID OPENING DATE:**

**OCTOBER 07, 2009**

**Contact Person:**

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

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 2009-384-10-07-MEG

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE - "LEGEND & NON-LEGEND PHARMACEUTICALS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-384-10-07-MEG HIDALGO COUNTY SHERIFF'S OFFICE - "LEGEND & NON-LEGEND PHARMACEUTICALS"** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., October 07, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BID-2009-384-10-07-MEG HIDALGO COUNTY SHERIFF'S OFFICE - "LEGEND & NON-LEGEND PHARMACEUTICALS"** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626
16. **BILLING AND PAYMENT INSTRUCTIONS:**
  - . Invoices must include:
    - a) Name and address of successful bidder
    - b) Name and address of receiving department or official
    - c) Purchase Order Number (if any)
    - d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE - "LEGEND & NON-LEGEND PHARMACEUTICALS"** Descriptive information as to

the items or services delivered, including product code, item number, quantity, etc.  
Discount payments will be considered when offered.

Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office  
711 El Cibolo Road  
Edinburg, TX 78542  
(956) 383-8114  
ATTN.: Sheriff Guadalupe "Lupe" Trevino

17. **Schedule of Events**

<b>Bid Opening, 9:30 AM</b>	<b><u>October 07, 2009</u></b>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

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

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

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

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

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

19. **Ethical Standards:**

It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County,

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

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

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

## 20. **Disclosure of Conflict of Interest**

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

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

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

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

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items

found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND & NON-LEGEND PHARMACEUTICALS"**  
**BID NO.: -2009-384-10-07-MEG**

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

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

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

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

Respectfully submitted,

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

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICAL"**  
**BID NO: 2009-384-10-07-MEG**

**SCOPE OF SERVICES:**

Hidalgo County Sheriff's Office is requesting to obtain Legend & Non-Legend Pharmaceuticals on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary). Ordering and delivery will involve approximately one (1) location, located at 711 El Cibolo Road, Edinburg, Texas 78542.

Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of prescription drugs for jail inmates through out the contract period. ***Legend items (prescribed)*** will be ordered on an **"AS NEEDED BASIS"** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations. ***Non-legend items (non-prescribed)*** Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs.

Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) will be Responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

Bidder(s) may submit a bid for Item 1 only, for Item 2 only, or for both items.

**ITEM 1: Legend items (prescribed)**

- A. All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).

1. **"Brand Name"** Percentage above or below AWP:  
\_\_\_\_\_ % above AWP      OR      \_\_\_\_\_ % below AWP
2. **"Generic Brand"** Percentage above or below AWP:  
\_\_\_\_\_ % above AWP      OR      \_\_\_\_\_ % below AWP

- B. Regular business hours are from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

**Note: all legend items will be ordered and delivered by bidder (s) during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be delivered within a six to eight hour time frame.**

- C. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) is including the Unit Dose System as part of the contract. The unit dose system is designed with security in mind. It has an anti-pilferage that keeps secure and is in compliance with state regulations.

- The Unit Dose System consists of pill cards and by quantity "non individual dose". Each medication is individually heat-sealed in blister pack medication cards.
- Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.
- Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards. (Sample: Universal Card Size is 5¼" wide x 8½" high).

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICAL"**  
**BID NO: 2009-384-10-07-MEG**

- D. The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

**ITEM 2: *Non-legend items (non-prescribed)***

Bidder(s) will supply the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs for the contract period. Non-prescribed items will be ordered approximately every month on a one-time per month basis. The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs.

- A. Blanket discount for non-prescription drugs. \_\_\_\_\_%
- B. Regular business hours are from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

**Note: all non-legend items will be ordered and delivered by bidder (s) during regular business hours only, unless item(s) ordered are of emergency; therefore, item(s) must be delivered with a six to eight hour time frame.**

**REQUIREMENTS:**

Bidder(s) must possess a Class "A" License or Class "E" License (Class "E" Pharmacy must have at least one local client located in Hidalgo County for emergency propose only) as defined in Section 5 of the Texas Pharmacy Act, under the Texas Pharmacy Act and related regulations.

Bidder must have at 24 hours Pharmacist Services assistance.

Bidder will provide stock bottles (upon request) when ordered.

The bidder(s) will provide delivery of **antibiotics ordered within six to eight hours time frame**. All legend(prescribed) items will be ordered and delivered by bidder (s) during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be delivered **within a six to eight hour time frame**.

The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

- Name:
- Business and Cell Phone Numbers:

The awarded bidder(s) must provide for any pharmaceuticals/medications ordered by physician a Medical Administration Record Report to the Infirmary Nurse for the Department's Records.

**TERMS & CONDITION:**

1. Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS"**  
**BID NO: 2009-384-10-07-MEG**

---

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
4. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.
7. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
9. Hidalgo County reserves the right to seek purchases for "Legend and Non- Legend Pharmaceutical" from State Awarded contracts whenever it is in the County's best interest to do so.
10. Hidalgo County reserves the right to award on an "all or none basis". Hidalgo County reserves the right to award all or separate contracts for Item 1 and Item 2, if it is in the County's best interest to do so.
11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

**MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

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

- 1) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS"**  
**BID NO: 2009-384-10-07-MEG**

---

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
  - 3) Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
  - 4) Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
  - 5) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

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

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539.

**TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, September 30, 2009 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **October 02, 2009 by 5:00 P.M.**

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS"**  
**BID NO: 2009-384-10-07-MEG**

---

**ITEM 1: Legend items (prescribed)**

- A.** All bids must be based on a percentage mark-up or mark-down from current AWP (**Average Wholesale Price**).
1. **"Brand Name"** Percentage above or below AWP:  
\_\_\_\_\_ % above AWP      OR      \_\_\_\_\_ % below AWP
2. **"Generic Brand"** Percentage above or below AWP:  
\_\_\_\_\_ % above AWP      OR      \_\_\_\_\_ % below AWP
- B.** Regular business hours are from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.
- 

**ITEM 2: Non-legend items (non-prescribed)**

Bidder(s) will supply the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs for the contract period. Non-legend items (non-prescribed) will be ordered approximately every month on a one-time per month basis.

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) on non-legend (non-prescription) drugs.

- A.** Blanket discount for non-prescription drugs. \_\_\_\_\_%
- B.** Regular business hours are from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

The following list of non-prescribed items are estimated quantity amounts to be used per year. However, the contract awarded is a requirements contract for all non-legend drugs and will not be restricted to mentioned quantities or products only. This list is no and should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Adult Detention Center (Jail Infirmary).

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS"**  
**BID NO: 2009-384-10-07-MEG**

DESCRIPTION			
PRODUCT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC	
1	DIPHENHRAMIN 25mg <i>OTC</i>	5 BOTTLES	BRAND- GENERIC-
2	LATEX STRIPS <i>OTC</i>	25 BOXES	BRAND- GENERIC-
3	NS 0.9 IRR SOLN 1000 ml <i>OTC</i>	100/1000 ML 6 BAGS	BRAND- GENERIC-
4	TOLNITATE CREAM 1% 15 g <i>OTC</i>	70 TUBES	BRAND- GENERIC-
5	MILK OF MAGNESIA <i>OTC</i>	1 GAL/BTL=15 BOTTLES	BRAND- GENERIC-
6	MAGNESIUM HYD <i>OTC</i>	15 BOTTLES	BRAND- GENERIC-
7	IBUPROFEN 400 mg <i>OTC</i>	15 BOTTLES	BRAND- GENERIC-
8	POLYSPORIN OINTMENT <i>OTC</i>	5 OZ/TUBES = 20 TUBE	BRAND- GENERIC-
9	THROAT LOZENGES GREEN <i>OTC</i>	1M/BTL = 288 BOTTLES	BRAND- GENERIC-
10	KAOPECTOLIN <i>OTC</i>	1 PT/BTL = 10 BOTTLES	BRAND- GENERIC-
11	BEN - GAY <i>OTC</i> MUSCLE RUB	5 OZ. / TUBES = 60 TUBES	BRAND- GENERIC-
12	FUROSEMIDE 20 mg <i>RX</i>	150 DOSES	BRAND- GENERIC-
13	LITHIUM 300 mg <i>RX</i>	600 DOSES	BRAND- GENERIC-
14	SERTALINE 50 mg <i>RX</i>	350 DOSES	BRAND- GENERIC-
15	ERYTHROMYCIN 500 mg <i>RX</i>	500 DOSES	BRAND- GENERIC-

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS"**  
**BID NO: 2009-384-10-07-MEG**

16	TRAZODONE 50 mg <i>RX</i>	500 DOSES	BRAND- GENERIC-
17	AMOXICILLIN 500 mg <i>RX</i>	2500 DOSES	BRAND- GENERIC-
18	GUAFENESIN 600 MG <i>RX</i>	7,000 DOSES	BRAND- GENERIC-
19	VALPROIC ACID 250 mg <i>RX</i>	700 DOSES	BRAND- GENERIC-
20	PHENYTOIN SOD EX 100 MG TABS <i>RX</i>	3000 TABS	BRAND- GENERIC-
21	TETANUS TOXOID <i>RX</i>	10 CC BTLS=10 BTLS	BRAND- GENERIC-
22	BENZTROPINE <i>RX</i>	2MG TABS= 2000 TABS	BRAND- GENERIC-
23	ALBUTEROL INHALER <i>RX</i>	90MCG=20 INHALERS	BRAND- GENERIC-
24	DEPAKOTE <i>RX</i>	250 MG TABS=1500 TABS	BRAND- GENERIC-
25	ARISTOCOT / KENOLOG <i>RX</i> TRIAMCINALONE 0.1%	5 OZ. / TUBES = 20 TUBES	BRAND- GENERIC-
26	SILVADENE CRÈME <i>RX</i> SILVERSULFADIAZONE	1 L.B. / JAR = 10 JARS	BRAND NAME: GENERIC:
27	CENTRUM <i>OTC</i> CTM VITAMIN TABLETS	1M CAP / BTL = 5 BOTTLES	BRAND NAME: GENERIC:
28	VISINE <i>OTC</i> TETRAHYDROZOLINE	5 OZ./BTL = 5 BOTTLES	BRAND NAME: GENERIC:
29	BETADINE OINTMENT <i>OTC</i> PROVIDONE SCRUB	GAL / BOTTLES = 10BOTTLES	BRAND NAME: GENERIC:
30	HYDROSCORTISONE cream 1% <i>OTC</i> HYDROSCORTISONE cream 1%	CREAM 1% = 50 TUBES	BRAND NAME: GENERIC:

**EXHIBIT A**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS"**  
**BID NO: 2009-384-10-07-MEG**

	<b>BRAND/GENERIC</b>	<b>ESTIMATED MONTHLY QUANTITIES</b>	
31	CORTISPORIN OPHTHALMIC ointment <i>RX</i> OCCUSPORIN HC OPHTHALMIC ointment	1 OZ. / TUBES = 25 TUBES	<b>BRAND NAME:</b> <b>GENERIC:</b>
32	TINACTIN CREAM 1% <i>OTC</i> TOLNAFTATE CREAM 1%	1 OZ./TUBE = 70 TUBES	<b>BRAND NAME:</b> <b>GENERIC:</b>
33	TYLENOL EXTRA STRENGTH CAPLET 500 MGS <i>OTC</i> ACETAMINOPHEN 500mg CAPLET EXTRA-STRENGTH	1M CAP / BTL = 15 BOTTLES	<b>BRAND NAME:</b> <b>GENERIC:</b>
34	MAALOX PLUS SUSPENSION <i>OTC</i> ALAMAG PLUS	1 GAL/BTL = 10 BOTTLES	<b>BRAND NAME:</b> <b>GENERIC:</b>
35	OCEAN NASAL SPRAY <i>OTC</i> SEA MIST NASAL	45 CC BTLS = 5 BOTTLES	<b>BRAND NAME:</b> <b>GENERIC:</b>
36	DUCOLAX 5MGS. TABLETS <i>OTC</i> BISACODYL 5MG E.C. TABS	100/BTL = 5 BOTTLES	<b>BRAND NAME:</b> <b>GENERIC:</b>
37	SURFAX 240 MG <i>OTC</i> DCS SOFT GEL	100/BTL CAPSULES = 5 BOTTLES	<b>BRAND NAME:</b> <b>GENERIC:</b>
38	ALCOHOL PREP PADS <i>OTC</i>	50 BOXES	
39	IV CANNULAS <i>OTC</i>	150 CANNULAS	
40	IV START KITS <i>OTC</i>	150 KITS	
41	STERILE H2O <i>OTC</i>	200 BOTTLES	
42	NS FOR IRRIGATION <i>OTC</i>		
43	IV FLUID 0.9%NS,DSW,LR <i>OTC</i>	75/1,000 ML BAGS	
44	IV POLES <i>OTC</i>	2	
45	IV TUBING <i>OTC</i>	150 SETS	
46	SPUFFLE PLASTIC 1/4 OZ. PLASTIC SQUAT CUPS <i>OTC</i>	1M/BOX = 10 BOXES	
47	AMMONJA INHALANTS AMPULES <i>OTC</i>	100/BOX = 50 BOXES	
48	COTTON BALLS MEDIUM <i>OTC</i>	4M/CASE = 1 CASE	
49	INSULIN SYRINGES 28" X 1/2" SINGLE U-100 <i>OTC</i>	100/BOX = 120 BOXES	
50	ASA EC <i>OTC</i>	81MG TABS=500 TABS	
51	ASA EC <i>OTC</i>	325 MG TABS=250 TABS	
52	DEPAKOTE EC <i>RX</i>	20 MG TABS=500 TABS	

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS"**  
**BID NO: 2009-384-10-07-MEG**

53	LEXAPRO <i>RX</i>	10 MG TABS= 500 TABS	
54	TRILEPTAL <i>RX</i>	300 MG TABS= 1500 TABS	
55	GEMFIBROZILE <i>RX</i>	600 MG TABS=1000 MG TABS	
56	HALDOL <i>RX</i>	5 MG TABS=1500 TABS	
57	HALDOL DEC <i>RX</i>	100 MG/ML=5 VIALS	
58	HALDOL LAC <i>RX</i>	5 MG/ML=5 VIALS	
59	LORAZEPAM <i>RX</i>	1 MG TABS=50 TABS	
60	LORAZEPAM INJ. <i>RX</i>	2 MG/ML=1 VIAL	
61	GEODON <i>RX</i>	60 MG CAPS= 100 CAPS	
62	HEMORRHOIDAL SUPPOSITORIES <i>OTC</i> COMPARABLE TO ANUSOL	12/BOX =288 BOXES	BRAND NAME: GENERIC:
63	HEMORRHOIDAL CREAM <i>OTC</i> COMPARABLE TO ANUSOL	12/BOX=288 BOXES	BRAND NAME: GENERIC:
64	KWELL LOTION 1% <i>OTC</i> LIDANE LOTION	GALLON BTLS = 20 GALS	BRAND NAME: GENERIC:
65	KWELL CREAM 1% <i>OTC</i> LIDANE CREAM	2OZ/TUBES = 288 TUBES	BRAND NAME: GENERIC:
66	GLUCOPHAGE <i>RX</i>	500 MG=1500 TABS	
67	GLIPIZIDE <i>RX</i>	5MG=1500 TABS	
68	OMPERAZOLE <i>RX</i>	20MG TABS=1200 TABS	
69	RISPERDAL <i>RX</i>	1MG=1200 TABS	
70	RISPERDAL <i>RX</i>	2MG=1200 TABS	
71	LACTULOSE SOL. <i>RX</i>	10 MG/15ML=3000 ML	
72	PRINIVIL <i>RX</i>	5MG TABS=500 TABS	
73	RANITIDINE <i>RX</i>	150 MG=2000 TABS	
74	SEROQUEL <i>RX</i>	100 MG TABS=1000 TABS	
75	SMZ-TMP DS <i>RX</i>	800/160 MG TABS=20000 TABS	
76	ZYPREXA <i>RX</i>	10 MG TABS=1000 TABS	
77	PAROXETINE <i>RX</i>	20 MG TABS=500 TABS	
78	BUSPIRONE <i>RX</i>	5 MG TABS=400 TABS	
79	ABILIFY <i>RX</i>	5 MG TABS=1000 CAPS	
80	BUPROPION XL <i>RX</i>	150 MG TABS=200 TABS	
81	CARBAMAZEPINE <i>RX</i>	100 MG TABS=200 TABS	
82	NEOSPORIN OPTH SOL. <i>RX</i>	15 ML BOTTLE=10 BOTTLES	

**EXHIBIT "A"**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"LEGEND and NON-LEGEND PHARMACEUTICALS"**  
**BID NO: 2009-384-10-07-MEG**

83	EFFEXOR RY	75 MG=1000 TABS	
84	TOPROL XL RY	50 MG=500 TABS	
85	PHENOBARBITAL RY	100 MG=1000 TABS	
86	NOVOLIN NPH RY	10 VIALS	
87	NOVOLIN 70/30 RY	10 VIALS	
88	CATAPRESS RY	0.1 MG=1200 TABS	
89	GLYBURIDE RY	5MG= 1200 TABS	
90	CEPHALAXIN RY	500 MG CAPS= 2000 CAPS	

**EXHIBIT "B"**  
**"LEGEND & NON-LEGEND PHARMACEUTICALS"**  
**BID NO: 2009-384-10-07-MEG**

**BID PAGE**

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable  
**INCOMPLETE** submittals shall be considered a probable cause for disqualification.

**Item 1**

24 hours Pharmacist services assistance provided	<input type="checkbox"/> Yes <input type="checkbox"/> No
Class "E" Pharmacist must have at least one local client in Hidalgo County for emergency propose only	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>AWP (Average Wholesale Price)</b>	<b>PRICES</b>
<b>Brand Name</b>	
% above AWP	\$
% below AWP	\$
<b>Generic Brand</b>	
% above AWP	\$
% below AWP	\$
Regular business hours are from	_____ a.m. to _____ p.m.

**Item 2**

Blanket discount for non-prescription drugs	_____ %
Regular business hours are from	_____ a.m. to _____ p.m.

**EXHIBIT "B"**  
**"LEGEND & NON-LEGEND PHARMACEUTICALS"**  
**BID NO: 2009-384-10-07-MEG**

DESCRIPTION			
PRODUCTS USED MOST		DOES YOUR COMPANY CARRY GENERIC	
1	DIPHENHRAMIN 25mg <i>OTC</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2	LATEX STRIPS <i>OTC</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3	NS 0.9 IRR SOLN 1000 ml <i>OTC</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4	TOLNETATE CREAM 1% 15 g <i>OTC</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5	MILK OF MAGNESIA <i>OTC</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6	MAGNNESIUM HYD <i>OTC</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
7	IBUPROFEN 400 mg <i>OTC</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
8	POLYSPORIN OINTMENT <i>OTC</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
9	THROAT LOZENGES GREEN <i>OTC</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
10	KAOPECTOLIN <i>OTC</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
11	BEN - GAY BRAND NAME <i>OTC</i> MUSCLE RUB GENERIC	<input type="checkbox"/> YES	<input type="checkbox"/> NO
12	FUROSEMIDE 20 mg <i>RX</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
13	LITHIUM 300 mg <i>RX</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
14	SERTALINE 50 mg <i>RX</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
15	ERYTHROMYCIN 500 mg <i>RX</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
16	TRAZODONE 50 mg <i>RX</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
17	AMOXICILLN 500 mg <i>RX</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
18	GUAFENESIN 600 MG <i>RX</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
19	VALPROIC ACID 250 mg <i>RX</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
20	PHENYTOIN SOD EX 100 MG TABS <i>RX</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
21	TETANUS TOXOID <i>RX</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
22	BENZTROPINE <i>RX</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
23	ALBUTEROL INHALER <i>RX</i>	<input type="checkbox"/> YES	<input type="checkbox"/> NO

**EXHIBIT "B"**  
**"LEGEND & NON-LEGEND PHARMACEUTICALS"**  
**BID NO: 2009-384-10-07-MEG**

24	DEPAKOTE <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
25	ARISTOCOT / KENOLOG BRAND NAME <i>RX</i> TRIAMCINALONE 0.1% GENERIC	<input type="checkbox"/> YES <input type="checkbox"/> NO
26	SILVADENE CRÈME BRAND NAME <i>RX</i> SILVERSULFADIAZONE GENERIC	<input type="checkbox"/> YES <input type="checkbox"/> NO
27	CENTRUM BRAND NAME <i>OTC</i> CTM VITAMIN TABLETS GENERIC	<input type="checkbox"/> YES <input type="checkbox"/> NO
28	VISINE BRAND NAME <i>OTC</i> TETRAHYDROZOLINE GENERIC	<input type="checkbox"/> YES <input type="checkbox"/> NO
29	BETADINE OINTMENT BRAND NAME <i>OTC</i> PROVIDONE SCRUB GENERIC	<input type="checkbox"/> YES <input type="checkbox"/> NO
30	HYDROSCORTISONE cream 1% GENERIC <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
31	CORTISPORIN OPHTHALMIC ointment BRAND NAME <i>RX</i> OCCUSPORIN HC OPHTHALMIC ointment GENERIC	<input type="checkbox"/> YES <input type="checkbox"/> NO
32	TINACTIN CREAM 1% BRAND NAME <i>OTC</i> TOLNAFTATE CREAM 1% GENERIC	<input type="checkbox"/> YES <input type="checkbox"/> NO
33	TYLENOL EXTRA STRENGTH CAPLET 500 MGS BRAND NAME <i>OTC</i> ACETAMINOPHEN 500 mg CAPLET EXTRA-STRENGTH GENERIC	<input type="checkbox"/> YES <input type="checkbox"/> NO
34	MAALOX PLUS SUSPENSION BRAND NAME <i>OTC</i> ALAMAG PLUS GENERIC	<input type="checkbox"/> YES <input type="checkbox"/> NO
35	OCEAN NASAL SPRAY <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
36	SEA MIST NASAL DUCOLAX 5MGS. TABLETS BRAND NAME <i>OTC</i> BISACODYL 5MG E.C. TABS GENERIC	<input type="checkbox"/> YES <input type="checkbox"/> NO
37	SURFAX 240 MG <i>OTC</i> DCS SOFT GEL	<input type="checkbox"/> YES <input type="checkbox"/> NO
38	ALCOHOL PREP PADS <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
39	IV CANNULAS <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
40	IV START KITS <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
41	STERILE H2O <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
42	NS FOR IRRIGATION <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
43	IV FLUID 0.9%NS,D5W,LR <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
44	IV POLES <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
45	IV TUBING <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO

**EXHIBIT "B"**  
**"LEGEND & NON-LEGEND PHARMACEUTICALS"**  
**BID NO: 2009-384-10-07-MEG**

	PRODUCTS USED MOST	DOES YOUR COMPANY CARRY GENERIC
46	SPUFFLE PLASTIC 1/4 OZ. PLASTIC SQUAT CUPS <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
47	AMMONIA INHALANTS AMPULES <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
48	COTTON BALLS MEDIUM <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
49	INSULIN SYRINGES 28" X 1/2" SINGLE U-100 <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
50	ASA EC <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
51	ASA EC <i>OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
52	DEPAKOTE EC <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
53	LEXAPRO <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
54	TRILEPTAL <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
55	GEMFIBROZILE <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
56	HALDOL <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
57	HALDOL DEC <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
58	HALDOL LAC <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
59	LORAZEPAM <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
60	LORAZEPAM INJ. <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
61	GEODON <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
62	HEMORRHOIDAL SUPPOSITORIES <i>BRAND NAME OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
	COMPARABLE TO ANUSOL <i>GENERIC</i>	
63	HEMORRHOIDAL CREAM <i>BRAND NAME OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
	COMPARABLE TO ANUSOL <i>GENERIC</i>	
64	KWELL LOTION 1% <i>BRAND NAME OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
	LIDANE LOTION <i>GENERIC</i>	
65	KWELL CREAM 1% <i>BRAND NAME OTC</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
	LIDANE CREAM <i>GENERIC</i>	
66	GLUCOPHAGE <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
67	GLIPIZIDE <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
68	OMPERAZOLE <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
69	RISPERDAL <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
70	RISPERDAL <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
71	LACTULOSE SOL. <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
72	PRINIVIL <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
73	RANITIDINE <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
74	SEROQUEL <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
75	SMZ-TMP DS <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
76	ZYPREXA <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO

**EXHIBIT "B"**  
**"LEGEND & NON-LEGEND PHARMACEUTICALS"**  
**BID NO: 2009-384-10-07-MEG**

77	PAROXETINE <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
78	BUSPIRONE <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
79	ABILIFY <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
80	BUPROPION XL <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
81	CARBAMAZEPINE <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
82	NEOSPORIN OPTH SOL. <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
83	EFFEXOR <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
84	TOPROL XL <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
85	PHENOBARBITAL <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
86	NOVOLIN NPH <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
87	NOVOLIN 70/30 <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
88	CATAPRESS <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
89	GLYBURIDE <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO
90	CEPHALAXIN <i>RX</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO

**BIDDER/COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP CODE:** \_\_\_\_\_

**PHONE & FAX NO.'S:** \_\_\_\_\_

**CELL PHONE:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

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

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

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

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

Revised 10/01/08

**ACORD**

**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

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

**INSURERS AFFORDING COVERAGE**

NAMED

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. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN. THIS CERTIFICATE IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. ADDITIONAL LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	DESCRIPTION	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	COVERAGE
A	GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE PERSONAL AND ADVERTISING PRODUCTS AND COMPLETED OPERATIONS AUTOMOBILE LIABILITY GARAGE LIABILITY EXCESS LIABILITY WORKERS COMPENSATION AND EMPLOYER'S LIABILITY OTHER			<ul style="list-style-type: none"> <li>EXCLUDED OPERATIONS</li> <li>PROPERTY DAMAGE</li> <li>PERSONAL AND ADVERTISING</li> <li>PRODUCTS AND COMPLETED OPERATIONS</li> <li>COMBINED SINGLE LIMIT</li> <li>BODILY INJURY</li> <li>PROPERTY DAMAGE</li> <li>PERSONAL AND ADVERTISING</li> <li>EXCESS LIABILITY</li> <li>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</li> <li>OTHER</li> </ul>

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

CERTIFICATE HOLDER  
**Hidalgo County**  
Attn: Purchasing Department  
2812 S Highway Bus. 281  
Edinburg, Texas 78539

ADDITIONAL INSURED / INSURER LETTER

CANCELLATION

IF ANY OF THE ABOVE DESCRIBED POLICIES IS CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:  
Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_
- have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

### **Notice to Bidder:**

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

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

**THIS FORM MUST ACCOMPANY BID PACKET**

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

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

- 1. Licenses: \_\_\_\_\_
- 2. Bonds: \_\_\_\_\_
- 3. Certificates: \_\_\_\_\_
- 4. Permits: \_\_\_\_\_
- 5. Other: \_\_\_\_\_

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

**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



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

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

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

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

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

---

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

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

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

---

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

---

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

---

## Request for Taxpayer Identification Number and Certification

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

Print or type  
 See Specific Instructions on page 2.

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number								
OR								
Employer identification number								

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of U.S. person ▶

Date ▶

### Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

**Nonresident alien who becomes a resident alien.**

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

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

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

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

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

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

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

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

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

### Exempt From Backup Withholding

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

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

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

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

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

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

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

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

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 5045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

<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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

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

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

## Privacy Act Notice

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

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

**Certification  
Regarding Debarment, Suspension and Ineligibility**

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

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

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

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

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



**EXHIBIT "B"**  
**"LEGEND & NON-LEGEND PHARMACEUTICALS"**  
**BID NO: 2009-384-10-07-MEG**

DESCRIPTION		DOES YOUR COMPANY CARRY GENERIC	
	PRODUCTS USED MOST	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
1	DIPHENHRAMIN 25mg OTC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	LATEX STRIPS OTC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	NS 0.9 IRR SOLN 1000 ml OTC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	TOLNFTATE CREAM 1% 15 g OTC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	MILK OF MAGNESIA OTC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	MAGNNESIUM HYD OTC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	IBUPROFEN 400 mg OTC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	POLYSPORIN OINTMENT OTC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	THROAT LOZENGES GREEN OTC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	KAOPECTOLIN OTC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	BEN - GAY BRAND NAME OTC MUSCLE RUB GENERIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	FUROSEMIDE 20 mg RX	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13	LITHIUM 300 mg RX	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	SERTALINE 50 mg RX	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	ERYTHROMYCIN 500 mg RX	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	TRAZODONE 50 mg RX	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17	AMOXICILLN 500 mg RX	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18	GUAFENESIN 600 MG RX	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19	VALPROIC ACID 250 mg RX	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20	PHENYTOIN SOD EX 100 MG TABS RX	<input type="checkbox"/>	<input checked="" type="checkbox"/>
21	TETANUS TOXOID RX	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22	BENZTROPINE RX	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23	ALBUTEROL INHALER RX	<input checked="" type="checkbox"/>	<input type="checkbox"/>

EXHIBIT "B"  
 "LEGEND & NON-LEGEND PHARMACEUTICALS"  
 BID NO: 2009-384-10-07-MEG

24	DEPAKOTE <i>RX</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
25	ARISTOCOT / KENOLOG BRAND NAME <i>RX</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	TRIAMCINALONE 0.1% GENERIC	
26	SILVADENE CRÈME BRAND NAME <i>RX</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	SILVERSULFADIAZONE GENERIC	
27	CENTRUM BRAND NAME <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	CTM VITAMIN TABLETS GENERIC	
28	VISINE BRAND NAME <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	TETRAHYDROZOLINE GENERIC	
29	BETADINE OINTMENT BRAND NAME <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	PROVIDONE SCRUB GENERIC	
30	HYDROCORTISONE cream 1% GENERIC <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
31	CORTISPORIN OPHTHALMIC ointment BRAND NAME <i>RX</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	OCCUSPORIN HC OPHTHALMIC ointment GENERIC	
32	TINACTIN CREAM 1% BRAND NAME <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	TOLNAFTATE CREAM 1% GENERIC	
33	TYLENOL EXTRA STRENGTH CAPLET 500 MGS BRAND NAME <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	ACETAMINOPHEN 500 mg CAPLET EXTRA-STRENGTH GENERIC	
34	MAALOX PLUS SUSPENSION BRAND NAME <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	ALAMAG PLUS GENERIC	
35	OCEAN NASAL SPRAY <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	SEA MIST NASAL	
36	DUCOLAX 5MGS. TABLETS BRAND NAME <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	BISACODYL 5MG E.C. TABS GENERIC	
37	SURFAX 240 MG <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	DCS SOFT GEL	
38	ALCOHOL PREP PADS <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
39	IV CANNULAS <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
40	IV START KITS <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
41	STERILE H2O <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
42	NS FOR IRRIGATION <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
43	IV FLUID 0.9%NS,D5W,LR <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
44	IV POLES <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
45	IV TUBING <i>OTC</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

EXHIBIT "B"  
 "LEGEND & NON-LEGEND PHARMACEUTICALS"  
 BID NO: 2009-384-10-07-MEG

	PRODUCTS USED MOST	DOES YOUR COMPANY CARRY GENERIC
46	SPUFFLE PLASTIC ¼ OZ. PLASTIC SQUAT CUPS OTC	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
47	AMMONIA INHALANTS AMPULES OTC	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
48	COTTON BALLS MEDIUM OTC	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
49	INSULIN SYRINGES 28" X 1/2" SINGLE U-100 OTC	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
50	ASA EC OTC	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
51	ASA EC OTC	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
52	DEPAKOTE EC RX	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
53	LEXAPRO RX	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
54	TRILEPTAL RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
55	GEMFIBROZILE RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
56	HALDOL RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
57	HALDOL DEC RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
58	HALDOL LAC RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
59	LORAZEPAM RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
60	LORAZEPAM INJ. RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
61	GEODON RX	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
62	HEMORRHOIDAL SUPPOSITORIES BRAND NAME OTC	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	COMPARABLE TO ANUSOL GENERIC	
63	HEMORRHOIDAL CREAM BRAND NAME OTC	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	COMPARABLE TO ANUSOL GENERIC	
64	KWELL LOTION 1% BRAND NAME OTC	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	LIDANE LOTION GENERIC	
65	KWELL CREAM 1% BRAND NAME OTC	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	LIDANE CREAM GENERIC	
66	GLUCOPHAGE RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
67	GLIPIZIDE RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
68	OMPERAZOLE RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
69	RISPERDAL RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
70	RISPERDAL RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
71	LACTULOSE SOL. RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
72	PRINIVIL RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
73	RANITIDINE RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
74	SEROQUEL RX	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
75	SMZ-TMP DS RX	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
76	ZYPREXA RX	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

EXHIBIT "B"  
 "LEGEND & NON-LEGEND PHARMACEUTICALS"  
 BID NO: 2009-384-10-07-MEG

77	PAROXETINE RX	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
78	BUSPIRONE RX	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
79	ABILIFY RX	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
80	BUPROPION XL RX	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
81	CARBAMAZEPINE RX	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
82	NEOSPORIN OPTH SOL RX	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
83	EFFEXOR RX	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
84	TOPROL XL RX	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
85	PHENOBARBITAL RX	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
86	NOVOLIN NPH RX	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
87	NOVOLIN 70/30 RX	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
88	CATAPRESS RX	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
89	GLYBURIDE RX	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
90	CEPHALAXIN RX	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO

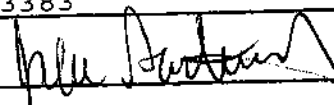
BIDDER/COMPANY NAME: Westwood Pharmacy

ADDRESS: 5823 Patterson Avenue

CITY/STATE/ZIP CODE: Richmond, Virginia 23226

PHONE & FAX NO.'S: (804) 288-1933 / Fax: (804) 288-1510

CELL PHONE: (804) 519-3383

AUTHORIZED SIGNATURE: 

PRINTED NAME: Jake Pasternak

TITLE: CFO

EMAIL ADDRESS: jake.pasternak@westwoodpharmacy.com

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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID FA  
WESTW-1

DATE (MM/DD/YYYY)  
07/15/09

<b>PRODUCER</b>  GHT Insurance Agency, Inc. P.O. Box 38059 Richmond VA 23231 Phone: 804-428-0000 Fax: 804-428-9991	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Fireman's Ins. Co of Wash., DC	21784
	INSURER B:	
	INSURER C:	

**INSURED**


\*Westwood Pharmacy  
 MAO Pharmacy, Inc. T/A  
 5823 Patterson Avenue  
 Richmond VA 23226

**COVERAGES**

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

INSH ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Business Owners</b>	CPA0017953-19	01/01/09	01/01/10	EACH OCCURRENCE \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS	CPA0017953-19	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS	CPA0017953-19	01/01/09	01/01/10	BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS	CPA0017953-19	01/01/09	01/01/10	PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CPA0017953-19	01/01/09	01/01/10	EACH OCCURRENCE \$ 3000000 AGGREGATE \$ 3000000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCA0017955-19	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED ONLY IN RESPECT TO THE GENERAL LIABILITY.**

<b>CERTIFICATE HOLDER</b>  HIDALG1  Hidalgo County Purchasing Department 2812 S. Highway Bus. 281 Edinburg TX 78539	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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 
--	---

