



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

MEMORANDUM

(Department's Approval)

TO: Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office

ATTN: Richard Ozuna, Lt. Officer via email: richard.ozuna@hidalgoso.org
Juan Tapia, Procurement Specialist via email: Juan.Tapia@hidalgoso.org

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: November 22, 2013

RE: **Approval or Disapproval of Specifications for: Bid No. -2013-145-00-00-SMA-
Hidalgo County Sheriff's Office "Legend And Non-Legend Pharmaceuticals"**

Please review the following **CURRENT SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVE WITH MODIFICATIONS <input checked="" type="checkbox"/>	

Funds Availability: _____ YES/ _____ NO/ _____

Other (Specify) _____

Budget Account No.: 3-1100-423-21-200-002-0-1004

Emilia Uriegas Emilia Uriegas Sheriff's 11/22/13
SIGNATURE PRINTED NAME DEPARTMENT DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, June 26, 2013

Bid No: 2013-145-00-00-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext 4865
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REQUEST FOR BIDS

Hidalgo County Sheriff's Office

“Legend & Non-Legend Pharmaceuticals

BID OPENING DATE: 2013 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

1. Sealed bids will be received for “HIDALGO COUNTY SHERIFF'S OFFICE-“Legend & Non-Legend Pharmaceuticals & Infirmary Medical Supplies” in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth.

Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/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: "**RFB No. 2013-145-00-00-SMA-HIDALGO COUNTY SHERIFF'S OFFICE-*Legend & Non-Legend Pharmaceuticals***" and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM WEDNESDAY, 00, 2013.**

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 RFB No.-2013-145-00-00-SMA-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 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

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

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

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

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform 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

To: Martha L. Salazar, CPPB, Purchasing Agent
 Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
 Mailing/Postal Address: 2812 S. Business Hwy. 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 ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

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

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2013-145-00-00-SMA

SCOPE OF SERVICES:

- 1) Hidalgo County is requesting bids from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide Pharmaceutical Services & Infirmary Medical Supplies to: provide legend (prescription medications) and non-legend (over-the-counter) pharmaceuticals in a timely fashion; ensure that pharmaceutical services meet the county and state jail standards; ensure quality, yet cost effective, medications delivery system; maintain adequate records on medications ordered as well as patient profiles; and audit pharmaceutical delivery system on an ***"AS NEEDED BASIS ONLY"***, for 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.
- 2) There will be a prescription issued either by telephone or in writing by the attending physician for any and all *legend (prescribed) and or Non-legend items (non-prescribed)* items in accordance with the Texas Pharmacy Act and related regulations
- 3) ***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).
- 4) Vendors will offer Hidalgo County Sheriff's Office-Adult Detention Center Non-Legend Pharmaceuticals at a rate of COST plus a dispensing fee per prescription.\$_____
- 5) Vendor agrees that to the extent an item is unavailable from its own inventory; vendor 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.
- 6) Vendor may submit a bid for **ITEM 1 ONLY**, for **ITEM 2 ONLY**, or for **both items**.

ITEM No. 1- Legend items (prescribed)

- a) Vendors will provide pricing per unit and per 30 count of all of the Legend medications. Generic medication pricing prefer.
- b) All bids must be based on cost plus a dispensing fee per prescription for all medications. Use of Generic medications is prefer whenever possible.

Note: All legend items will be ordered and delivered by Vendor (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).
- 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 No. 2 Non-legend items (non-prescribed)

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

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2013-145-00-00-SMA

time per month basis. The Vendors will provide non-legend drugs to the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) at cost plus a dispensing fee per prescription on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

Note: All non-legend items will be ordered and delivered by Vendor (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.

The following list of prescribed and non-prescribed items is *estimated quantity amounts* to be used on a monthly basis. This list is not 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).

MEDICATIONS		Brand Name or Generic (B/G)	QTY UNIT PRICE
1.	ABILIFY 5MG/ 10MG - <i>BRAND NAME RX</i> (ARIPIPRAZOLE- GENERIC)	B	30 day supply
2.	ACETAMINOPHEN 500 MG EXTRA-STRENGTH <i>OTC</i>	G	500 tab bottle
3.	ACYCLOVIR 800MG <i>RX</i>	G	30 day supply
4.	ALBUTEROL INHALER 90MCG <i>RX</i>	G	200 meter puff
5.	ALBUTEROL .083% NEBULIZER SOLUTION <i>RX</i> (3ML)	G	25 vial per box
6.	AMITRIPTYLINE 25MG <i>RX</i>	G	100 tab bottle
7.	AMITRIPTYLINE 50MG <i>RX</i>	G	1000 tab bottle
8.	AMMONIA INHALANTS AMPULES <i>OTC</i>	G	10 per box
9.	AMOXICILLN 500 MG <i>RX</i>	G	500 per bottle
10.	APRODINE 60MG/ 2.5MG <i>RX</i>	G	100 per bottle
11.	ARTIFICIAL TEAR EYE SOLUTION	G	½ fl oz
12.	ATRIPLA <i>RX</i>	B	30 day supply
13.	TRIAMCINALONE 0.1 % <i>RX</i>	G	90 gm tube
14.	ATORVASTATIN 20 MG <i>RX</i>	G	30 day supply
15.	ATORVASTATIN 40MG <i>RX</i>	G	30 day supply
16.	ASA EC 81MG/ 325MG <i>OTC</i>	G	1000 tab bottle
17.	ASA EC 325MG <i>OTC</i>	G	500 tab bottle
18.	ATENOLOL 50MG <i>RX</i>	G	100 tab bottle
19.	AUGMENTIN XR 1000MG <i>RX</i>	G	30 day supply
20.	AZITHROMYCIN 250MG <i>RX</i>	G	30 day supply
21.	BENICAR 20MG	B	30 day supply
22.	BENZOYL PEROXIDE LOTION (ACNE MEDICATION)	G	1 fl oz
23.	BENZTROPINE 1MG <i>RX</i>	G	100 tab bottle
24.	BETADINE OINTMENT <i>OTC</i>	G	45gm tube
25.	BISACODYL 5MG E.C. TABS <i>RX</i>	G	30 day supply
26.	BUPROPION XL 150MG <i>RX</i>	G	30 day supply

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2013-145-00-00-SMA

MEDICATIONS		Brand Name or Generic (B/G)	QTY UNIT PRICE
27.	BUSPIRONE 10MG <i>RX</i>	G	500 tab bottle
28.	BUPROPION 75MG <i>RX</i>	G	90 tab bottle
29.	CARBAMAZEPINE 200 MG <i>RX</i>	G	500 tab bottle
30.	CATAPRESS 0.1MG -BRAND NAME (CLONIDINE -GENERIC) <i>RX</i>	G	500 tab bottle
31.	CEFTRIAZONE INJECTION 500MG <i>RX</i>	G	10 vial per box
32.	CENTRUM <i>OTC</i>	G	90 tab bottle
33.	CEPHALAXIN 500 MG <i>RX</i>	G	500 tab bottle
34.	CHLORPHENIRAMINE MALEATE 4MG <i>RX</i>	G	1000 tab bottle
35.	CIMETIDINE 300MG <i>RX</i>	G	100 tab bottle
36.	CIPROFLOXACIN 250MG <i>RX</i>	G	100 tab bottle
	CITALOPRAM 20MG /40MG <i>RX</i>	G	100 tab bottle
37.	CLINDAMYCIN 150MG <i>RX</i>	G	100 tab bottle
38.	CLOTRIMAZOLE VAGINAL CREAM <i>OTC</i>	G	7 day treatment
39.	CORTISPORIN OPHT OINTMENT <i>RX</i>	G	½ fl oz
40.	CORTISPORIN OTIC SOLUTION <i>RX</i>	G	½ fl oz
41.	COLCRYS 0.6mg	B	30 day supply
42.	VITAMIN C TABLETS <i>OTC</i>	G	100 tab bottle
43.	CRESTOR 10 MG	B	30 day supply
44.	CYCLOBENZAPRINE 5MG/10MG <i>RX</i>	G	500 tab bottle
45.	CYMBALTA 30 MG/60MG-BRAND NAME <i>RX</i> (DULOXETINE-GENERIC)	B	30 day supply
46.	DOCUSATE SOFT GEL 100MG <i>OTC</i>	G	1000 tab bottle
47.	DE-LICER SHAMPOO	G	4 fl oz
48.	DEPAKOTE 500 MG <i>RX</i>	G	30 day supply
49.	DEPAKOTE EC 500 MG <i>RX</i>	G	30 day supply
50.	DICLOFENAC <i>RX</i>	G	30 day supply
51.	DICYCLOMINE 20MG <i>RX</i>	G	30 day supply
52.	DIOVAN 80MG/180MG/320MG <i>RX</i>	B	30 day supply
53.	DIPHENHRAMINE 25MG <i>OTC</i>	G	1000 day supply
54.	DIPHENHYDRAMINE 25mg INJECTION <i>RX</i>	G	20 vial box
55.	DONEPEZIL 5MG <i>RX</i>	G	30 day supply
56.	DOVONEX CREAM <i>RX</i>	B	45 gm tube
57.	DOXEPIN 50MG /100MG <i>RX</i>	B	100 tab bottle
58.	DOXYCYCLINE 100MG <i>RX</i>	G	100 tab bottle

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2013-145-00-00-SMA

MEDICATIONS		Brand Name or Generic (B/G)	QTY UNIT PRICE
59.	EAR WAX REMOVAL DROPS <i>OTC</i>	G	½ fl oz
60.	EFFEXOR 75MG –BRAND NAME (VENLAFAXINE-GENERIC) <i>RX</i>	G	30 day supply
61.	EFFEXOR XL 75MG/ 150MG –BRAND NAME (VENLAFAXINE- GENERIC) <i>RX</i>	G	30 day supply
62.	ENALAPRIL 5 MG <i>RX</i>	G	100 tab bottle
63.	EPI PENS <i>RX</i>	B	1 pen treatment
64.	ERYTHROMYCIN 500 MG <i>RX</i>	G	30 day supply
65.	FAMOTIDINE 20MG <i>RX</i>	G	30 day supply
66.	FANAPT- BRAND NAME (ILOPERIDONE -GENERIC) <i>RX</i>	G	30 day supply
67.	FERO SUL 325MG <i>RX</i>	G	
68.	FISH OIL 1000MG <i>RX</i>	G	30 day supply
69.	FLOMAX 0.4MG (NAME BRAND)/TAMSULOSIN (GENERIC) <i>RX</i>	G	30 day supply
70.	FLUCONAZOLE 150MG <i>RX</i>	G	30 day supply
71.	PROZAC(NAME BRAND)FLUOXETINE 20MG/ 40MG(GENERIC) <i>RX</i>	G	100 per bottle
72.	FOLIC ACID 1MG <i>RX</i>	G	100 tab bottle
73.	LASIX(NAME BRAND) FUROSEMIDE 20 MG (GENERIC) <i>RX</i>	G	500 tab bottle
74.	GABAPENTIN 100 MG/300MG/400 MG <i>RX</i>	G	100 tab bottle
75.	GEMFIBROZILE 300 MG / 600MG <i>RX</i>	G	30 day supply
76.	GENTAMICIN OPTH SOLUTION	G	½ fl oz
77.	GEODON 20 MG/ 40MG /60MG/ 80MG-(BRAND NAME) ZIPRASIDONE HCI-GENERIC) <i>RX</i>	B	30 day supply
78.	GLIPIZIDE 10 MG <i>RX</i>	B	30 day supply
79.	GLUCOGEN KIT <i>RX</i>	G	1 kit treatment
80.	GLUCOPHAGE 500MG (NAME BRAND) METFORMIN 500MG (GENERIC) <i>RX</i>	G	500 per bottle
81.	GLUCOSE GEL <i>RX</i>	G	1.3 fl oz
82.	GLUCOSE TABS <i>RX</i>	G	90 per bottle
83.	GLYBURIDE 5 MG <i>RX</i>	G	100 tab bottle
84.	GUAFENESIN 600 MG <i>RX</i>	G	30 day supply
85.	GUAIFEN SF (COUGH.SYRUP) <i>OTC</i>	G	16 oz bottle
86.	HALDOL 2.5 MG /5MG/10MG <i>RX</i>	B	100 tab bottle
87.	HALDOL DEC 50MG/ML /100MG/ML <i>RX</i>	B	5 ml vial
88.	HALDOL LAC 5MG/ML <i>RX</i>	B	5 ml vial
89.	HEMORRHOIDAL CREAM <i>OTC</i>	G	2 oz tube
90.	HEMORRHOIDAL SUPPOSITORIES <i>OTC</i>	G	14 suppository per box
91.	HYDROCODONE/ACETAMINOPHEN 5/325MG/ 7.5/500MG/ 10/500MG <i>RX</i>	G	30 day supply
92.	HYDRALAZINE 25MG <i>RX</i>	G	100 tab bottle
93.	HYDROCHLOROTHIAZIDE 12.5mg/25mg <i>RX</i>	G	100 tab bottle

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2013-145-00-00-SMA

MEDICATIONS		Brand Name or Generic (B/G)	QTY UNIT PRICE
94.	HYDROSCORTISONE CREAM 1 % <i>OTC</i>	G	2 oz tube
95.	HYDROXYZINE 25MG/ 50MG/75MG/100MG <i>RX</i>	G	500 per bottle
96.	HYRDOGEN PAROXIDE <i>OTC</i>	G	8 oz bottle
97.	IBUPROFEN 200MG 400 MG/600MG/800MG <i>RX</i>	G	500 tab bottle
98.	INDOMETHACIN 50MG <i>RX</i>	G	500 tab bottle
99.	INVEGA 3MG /6MG <i>RX</i>	B	30 day supply
100.	KERI LOTION <i>RX</i>	G	12 oz bottle
101.	KETOCONOZOLE CREAM <i>RX</i>	G	60gm tube
102.	KWELL LOTION 1% <i>OTC</i>	G	45 gm tube
103.	LABETALOL 300MG <i>RX</i>	G	30 day supply
104.	LACTULOSE SOL. <i>RX</i>	G	16 oz bottle
105.	LANTUS INSULIN <i>RX</i>	B	10 ml vial
106.	LATUDA 80MG -BRAND NAME (LURASIDONE HCL- GENERIC) <i>RX</i>	B	30 day supply
107.	LEVEMIR INSULIN <i>RX</i>	B	10ml vial
108.	LEXAPRO 5MG /10MG/20MG (NAME BRAND) ESCITALOPRAM (GENERIC) <i>RX</i>	G	30 day supply
109.	LIDANE LOTION <i>RX</i>	G	10 ml vial
110.	LIPITOR 20MG/ 40MG -BRAND NAME (ATROVASTATIN-GENERIC) <i>RX</i>	G	30 day supply
111.	LITHIUM 300 MG /600MG <i>RX</i>	G	500 tab bottle
112.	LISINOPRIL 5MG/ 20MG	B	500 tab bottle
113.	LOPERAMIDE 2MG <i>RX</i>	G	100 tab bottle
114.	LORATIDINE 10MG <i>RX</i>	G	30 day supply
115.	LORAZEPAM 1MG <i>RX</i>	G	30 day supply
116.	LORAZEPAM INJ. <i>RX</i>	G	10 ml vial
117.	LOTRISONE CREAM- BRAND NAME (CLOTRIMAZOLE AND BETAMETHASONE-GENERIC) <i>OTC</i>	G	45 gm tube
118.	LOVASTATIN 20MG	G	30 day supply
119.	LOSARTAN 50mg	G	30 day supply
120.	MAALOX PLUS SUSPENSION <i>OTC</i>	G	12 oz bottle
121.	MAGNESIUM CITRATE <i>OTC</i>	G	12 oz bottle
122.	MAGNNESIUM HYDROXIDE <i>OTC</i>	G	30 day supply
123.	MAGNESIUM OXIDE 40MG <i>RX</i>	G	30 day supply
124.	MECLIZINE 25MG <i>RX</i>	G	100 tab bottle
125.	METHYLPREDNISOLONE 4MG/ 16MG/ 32MG <i>RX</i>	G	30 day supply

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2013-145-00-00-SMA

MEDICATIONS		Brand Name or Generic (B/G)	QTY UNIT PRICE
126.	METRONIDAZOLE 500MG RX	G	500 tab bottle
127.	METROGEL 1% GEL RX	G	60gm tube
128.	MILK OF MAGNESIA OTC	G	12 oz bottle
129.	MINERAL OIL OTC	G	12 oz bottle
130.	MIRTAZAPINE 15MG/ 30MG RX	G	500 tab bottle
131.	MONTELUKAST 10MG	G	30 day supply
132.	MUCINEX- DM OTC	G	24 tab box
133.	MYCOPHENOLATE 250MG RX	G	30 tab supply
134.	MUSCLE RUB OTC	G	1 oz tube
135.	NAPROXEN 500MG RX	G	500 tab bottle
136.	NATURAL FIBER OTC	G	12 oz bottle
137.	NEOSPORIN OPTH SOL RX	G	1 oz tube
138.	NEXIUM 40MG RX	B	30day supply
139.	NIFEDIPINE ER 30MG RX	G	30 day supply
140.	NORTRIPTYLINE 25MG/50MG/75MG /100MG RX	B	30 day supply
141.	NORVASC 5 MG /10MG RX	G	500 tab bottle
142.	NOVOLIN 70/30 RX	B	10 ml vial
143.	NOVOLIN NPH RX	B	10 ml vial
144.	NOVOLOG INSULIN RX	B	10 ml vial
145.	NS 0.9 IRR SOLN 1000 ML OTC	G	½ oz bottle
146.	NS FOR IRRIGATION OTC	G	½ oz bottle
147.	OCCUSPORIN HC OPHTHALMIC OINTMENT OTC	G	½ oz bottle
148.	OCEAN NASAL SPRAY OTC	G	1.5 fl oz
149.	OLANZAPINE 10MG /15MG /30MG RX	G	30 day supply
150.	OMPERAZOLE 20 MG/40MG RX	G	100 tab bottle
151.	OXCARBAZEPINE 150 MG/ 300M/ 600MG	G	100 tab bottle
152.	PAROXETINE 20 MG /40MG RX	G	100 tab bottle
153.	PENICILLIN V POTASSIUM 500MG RX	G	100 tab bottle
154.	PERMETHERIN CREAM RX	G	45 gm tube
155.	PERPHENAZINE 4MG RX	B	30 day supply
156.	PIOGLITAZONE 15MG	G	30 day supply

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2013-145-00-00-SMA

MEDICATIONS		Brand Name or Generic (B/G)	QTY UNIT PRICE
157.	PHENOBARBITAL 15MG /30MG / 100MG RX	G	30 day supply
158.	PHENYTOIN SOD EX 100 MG TABS RX	G	100 tab bottle
159.	PLAVIX 75MG (NAME BRAND) CLOPIDOGREL 75MG (GENARIC) RX	G	30 day supply
160.	POLYSPORIN OINTMENT OTC	G	½ oz tube
161.	POTASSIUM CL 100MEQ RX	G	30 day supply
162.	PREDNISONE 5MG/ 10MG /20MG RX	B	100 tab bottle
163.	PRENATAL VITAMIN OTC	G	100 tab bottle
164.	PRINIVIL 5MG RX	B	30 day supply
165.	PRISTIQ 50MG RX	B	30 day supply
166.	PROMETHAZINE 25MG RX	B	100 tab bottle
167.	PROMETHAZINE 25MG INJECTION RX	B	5 ml vial
168.	PROPRANOLOL 10 MG / 20MG RX	B	500 tab bottle
169.	PROTONIX 40MG RX	G	30 day supply
170.	PROVIDONE SCRUB OTC	G	32 oz
171.	RANITIDINE 150 MG RX	G	100 tab bottle
172.	RISPERIDONE 25MG/50MG/1MG/2MG/3MG/4MG RX	B	30 day supply
173.	RISPERDAL INJECTION-BRAND NAME (RISPERIDONE- GENERIC) RX	G	5ML VIAL
174.	SEA MIST NASAL OTC	G	1.5oz bottle
175.	SEROQUEL 50MG/100MG/150MG/300MG/ 400MG – BRAND NAME (QUETIAPINE-GENERIC) RX	G	30 day supply
176.	SERTALINE 50 MG /100MG RX	G	500 tab bottle
177.	SILVER SULFADIAZINE RX	G	60 gm tube
178.	SIMVASTATIN 20MG / 40MG RX	G	30 day supple
179.	SMZ-TMP DS RX	G	500 tab bottle
180.	STERILE H2O OTC	G	32 oz bottle
181.	STOOL SOFTNER 100MG OTC	G	1000 per bottle
182.	SULCRAFATE 1GM RX	G	30 day supply
183.	SURFAX 240MG RX	B	30 day supply
184.	SYNTHROID 25MG /50MG /75 MG /100MG RX	G	30 day supply
185.	TACROLIMUS ANHYDROUS 1MG RX	G	30 day supply
186.	THIAMINE 100MG RX	G	500 tab bottle
187.	THORAZINE (NAME BRAND) CHLORPRONAZINE (GENERIC) 50MG / 100MG/ 200MG RX	G	100 tab bottle

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2013-145-00-00-SMA

MEDICATIONS		Brand Name or Generic (B/G)	QTY UNIT PRICE
188.	THROAT LOZENGES GREEN OTC	G	90 day supply
189.	TOLNFTATE CREAM 1% 15 G OTC	G	½ oz tube
190.	TOPIRAMATE 50MG RX	G	100 tab bottle
191.	TOPROL (NAME BRAND) METOPROLOL (GENERIC) 25MG /50 MG/ 100 MG RX	G	100 tab bottle
192.	TOPROL XL (NAME BRAND) METOPROLOL XL (GENERIC) 25 MG/50MG/ 100MG RX	G	100 tab bottle
193.	TRAMADOL 50MG RX	B	500 tab bottle
194.	TRANXENE 7.5MG –BRAND NAME (CLORAZEPATE DIPOTASSIUM- GENERIC) RX	G	21 day supply
195.	TRAZODONE 50 MG/100 MG RX	B	500 tab bottle
196.	TRIPLE ANTIBIOTIC CREAM OTC	G	½ oz tube
197.	VALPROIC ACID 250 MG RX	G	500 tab bottle
198.	WAFFARIN 1MG/ 3MG/ 5MG RX	B	100 tab bottle
199.	ZETIA 10MG RX	B	30 day supply
200.	ZYPREXA 5MG/10MG/15MG/20MG- RX BRAND NAME (OLANZAPINE- GENERIC)	G	30 day supply
201.	VYTORIN 10/10MG RX	B	30 day supply

REQUIREMENTS:

- 1) Vendor must possess a License in the State of Texas. Bidders must comply with all State and Federal Laws.
- 2) (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.
- 3) Vendor must have at 24 hours Pharmacist Services assistance.
- 4) Vendor will provide stock bottles (upon request) when ordered.
- 5) Vendor will provide delivery of **antibiotics ordered within six (6) to eight (8) hours time frame**. All legend(prescribed) items will be ordered and delivered by Vendor(s) during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be delivered **within a six(6) to eight(8) hour time frame**.
- 6) The Vendor(s) representative must be available to respond to all calls from Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.
- 7) Vendor(s) must provide point of contact, 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.
- 8) The awarded vendor(s) must provide a Medical Administration Record Report for any pharmaceuticals/medications ordered by physician to the Infirmary Nurse for the Department's Records.
- 9) **ADDITIONS/DELETIONS:**
 The County reserves the right to add and/or delete products and/or services provided under same term and conditions of this Contract.

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2013-145-00-00-SMA

10) INVOICING

Itemized invoices shall accompany all items purchased by the HCSO . All invoices shall include the following:

- ✓ Hidalgo County Sheriff's Office PURCHASE ORDER and CONTRACT NUMBER
- ✓ First and last name of employee who placed the order
- ✓ inmate name, DOB, inmate number
- ✓ Quantity ordered
- ✓ brand or generic
- ✓ Quantity shipped/backordered
- ✓ Date ordered and date delivered
- ✓ Description and product number for each line item
- ✓ Unit price
- ✓ Extended dollar amount
- ✓ Invoice total

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.
- 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) 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.
- 4) Award of contract shall be made to the most responsible, responsive Vendor, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.
- 5) 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.
- 6) Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

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.

Zimbra

leticia.saenz@co.hidalgo.tx.us

RE: Review & Approval of Draft Service or Requirements Agreement -Legend & Non-Legend Pharmaceuticals - HCSO

From : Steve Crain <scrain@atlashall.com>

Mon, Nov 25, 2013 12:46 PM

Subject : RE: Review & Approval of Draft Service or Requirements Agreement -Legend & Non-Legend Pharmaceuticals - HCSO 1 attachment**To** : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Use draft 2. Thanks.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]**Sent**: Monday, November 25, 2013 11:34 AM**To**: Steve Crain; Marynel Trevino**Cc**: Sandra Montalvo; Darlene H. Betancourt**Subject**: Review & Approval of Draft Service or Requirements Agreement -Legend & Non-Legend Pharmaceuticals - HCSO

Good morning, Mr. Crain-

Please review, recommend and approve which draft agreement should be utilized for the draft specs (attached hereto).

Note: This is for the procurement process only.

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager*Hidalgo County Purchasing Department**2812 South Business Highway 281**Edinburg, Texas 78539**P(956) 318-2626 F(956) 318-2629**Email: leticia.saenz@co.hidalgo.tx.us*...DON'T WORRY...BE HAPPY...image001.gif
345 B

REQUIREMENTS AGREEMENT
C-13-145-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____ day of _____, **2014** by and between _____ ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo Buyer** including for the **Legend & Non-Legend Pharmaceuticals (on an as needed basis)**, (the "Product") as further described in Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo Buyer projects for a period of a **two (2) years** with the Buyer's option to extend for an additional two (2) one (1) year terms under the same rates terms and conditions. Hidalgo Buyer also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. The initial term of this Contract shall commence on _____, **2014** and expire on _____, **2016**, and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Product required. The Product shall be delivered by Buyer to the location in Hidalgo Buyer specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo Buyer, Texas. The parties hereby consent to personal jurisdiction in Hidalgo Buyer, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

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

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

o. Purchasing Ethics. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Buyer.
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

Approved by Commissioner's Court: _____, 2013.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

BUYER:
COUNTY OF HIDALGO

By: _____
Ramon Garcia, Buyer Judge

ATTEST:

Arturo Guajardo Jr., Buyer Clerk

SELLER:

By: _____
Printed Name: _____
Title: _____

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

DRAFT

EXHIBIT "B"
TAB and BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DRAFT