



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

February 10, 2014

Dr. Gumaro Garza  
502 S. Closner Street  
Edinburg, Texas 78539

via email: [grz4556@aol.com](mailto:grz4556@aol.com)

**Re: Sixty (60) Day Extension to Contract #E-13-089a-02-26 (C-09-461-02-16) "Professional Physician Services for Inmates"**

Dear Dr. Garza:

Commissioners' Court will take applicable action on **(Tuesday, February 25, 2014)** in connection with the Hidalgo County's option to exercise the **Sixty (60) Day** grace period as stated in the current contract in place while the procurement process is completed. **(Commencing, March 03, 2014, Expiring, May 01, 2014) or (upon completion of the procurement process which ever is most advantageous to H.C.)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than Wednesday, February 12, 2014, attn: Yolanda Velasquez, Buyer III. to facsimile (956) 318-2629 or via email [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)

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

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

**Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statement of Qualifications).**

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

*Yolanda Velasquez*

Yolanda Velasquez, Buyer III  
Hidalgo County Purchasing Department

xc: file

TEXAS MEDICAL LIABILITY INSURANCE UNDERWRITING ASSOCIATION  
 505 EAST HUNTLAND DR, SUITE 160  
 AUSTIN, TEXAS  
 PHONE: 512-452-4370

**CERTIFICATE OF INSURANCE**

This is to certify that: GUMARO GARZA, M.D.  
 502 SOUTH CLOSNER BLVD.  
 EDINBURG, TX 78539

is insured by Texas Medical Liability Insurance Underwriting Association for the types of insurance and in accordance with the limits of liability, exclusions, conditions, and other terms of the policy herinafter described. This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy listed below.

Policy Number	Policy Period	Locations to which Certificate Applies	
TX113590	From: 05/25/2013 To: 05/25/2014	State of Texas	
Policy Form	Retroactive Date	Limits of Liability	
	(if applicable)		
<input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made		<input checked="" type="checkbox"/> Each Occurrence <input type="checkbox"/> Each Claim	<input checked="" type="checkbox"/> Aggregate <input type="checkbox"/> All Claims
Physicians and Other Non-Institutional Health Care Providers:	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Excess	<input checked="" type="checkbox"/> \$200,000.00 <input type="checkbox"/>	<input checked="" type="checkbox"/> \$600,000.00 <input type="checkbox"/>
Hospitals and Other Institutional Health Care Providers:	<input type="checkbox"/> Primary <input type="checkbox"/> Excess	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

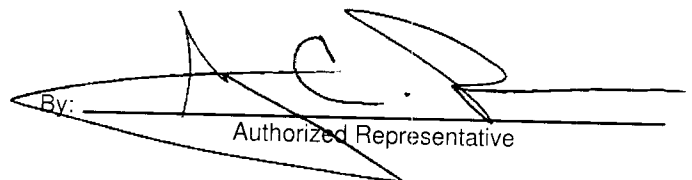
For information purposes only.

**CERTIFICATE HOLDER**

GUMARO GARZA, M.D.  
 502 SOUTH CLOSNER BLVD.  
 EDINBURG, TX 78539

06/05/2013

Date

By:   
 Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

JTR  
R001

03-28-2013

SHEPARD WALTON KING INS GROUP  
811782 P: (956) 423-8755 F: (956) 428-0730  
1906 B EAST TYLER AVE  
HARLINGEN TX 78550

(956) 423-8755

(956) 428-0730

Sentinel Ins Co LTD

DR. GUMARO GARZA  
502 S CLOSNER BLVD  
EDINBURG TX 78539

A	X	General Liab	<input type="checkbox"/>	<input type="checkbox"/>	65 SBM R05908	03/04/2013	03/04/2014		1,000,000
									1,000,000
									10,000
									1,000,000
									2,000,000
									2,000,000

Those usual to the Insured's Operations.

HILDAGO COUNTY  
2812 S BUSINESS HIGHWAY 281  
EDINBURG, TX 78539

*Garza Tailor*

## TEXAS LIABILITY INSURANCE CARD

COMPANY PHONE NO. COMPANY  COMMERCIAL  PERSONAL  
**Safeco Insurance Co.**

POLICY NUMBER EFFECTIVE DATE EXPIRATION DATE  
 Y7381661 11/03/13 11/03/14

YEAR MAKE/MODEL VEHICLE IDENTIFICATION NUMBER  
 2006 LINCOLN TOWNCAR 1LNHM83V66Y647389

AGENCY AGENCY PHONE NO.  
 Shepard Walton King Ins. Group 956-682-2841  
 SHEPARD WALTON KING INS. GROUP

McAllen, TX 78501  
 INSURED

**Gumaro Garza**

2210 Norma Lane  
 Edinburg, TX 78539

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

## SPANISH TRANSLATION

## TRADUCCION DE ESPANOL

### Tarjeta de Seguro de Responsabilidad de Texas Guarde esta tarjeta.

**IMPORTANTE:** Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y de su registro de vehículo de motor, y la retención de su vehículo por un período de hasta 180 días (a un costo de \$15 por día).

### Texas Liability Insurance Card Keep this card.

**IMPORTANT:** This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).



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

January 29, 2013

**E-13-089A-02-26**

Dr. Gumaro Garza, M.D.  
 502 S. Closner Street  
 Edinburg, Texas 78539  
 P (956) 292-2666, (956) 331-9477, (956) 648-2319

via email [grz4556@aol.com](mailto:grz4556@aol.com)  
[administration2@yazimmd.com](mailto:administration2@yazimmd.com)  
 via facsimile (956) 292-2613

Re: *Renewal/Extension- E-12-081A-02-28 (C-09-461A-02-16)-"Professional Physician Services for Inmates"-Hidalgo County Sheriff's Office*

Dear Dr. Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the (second 2<sup>nd</sup> & final year) of the additional two (2) one (1) year periods as provided in the current lease agreement (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: \_\_\_\_\_

*Gumaro Garza*  
 Dr. Gumaro Garza, M.D.

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

*2/14/13*

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

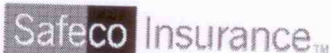
Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

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

xc: file





POLICY NUMBER: Y7381661

Member of Liberty Mutual Group

HOME STATE COUNTY MUTUAL INSURANCE COMPANY  
 SAFECO GENERAL AGENCY, INC.  
 HOME OFFICE: SAFECO PLAZA, SEATTLE, WA 98185-0001  
 AUTOMOBILE POLICY DECLARATIONS

**NAMED INSURED AND MAILING ADDRESS:**

GUMARO GARZA  
 2210 NORMA LN  
 EDINBURG TX 78539-6911

**RENEWAL**

POLICY PERIOD FROM: NOV. 3 2012  
 TO: MAY 3 2013

at 12:01 A.M. standard time at  
 the address of the named  
 insured as stated herein.

AGENT TELEPHONE: (956) 682-2841

**AGENT:**

SHEPARD WALTON KING INS GROUP  
 PO BOX 1630  
 MCALLEN TX 78501-1630

The Auto(s) or Trailer(s) described in this policy is principally garaged  
 at the above address unless otherwise stated.

**RATED DRIVERS** GUMARO GARZA

2006 LINCOLN TOWN CAR DESIGNER 4 DOOR SEDAN ID# 1LNHM83V66Y647389  
 LOSS PAYEE FORD MOTOR CREDIT  
 P. O. BOX 54200 OMAHA NE 68154-8000

Insurance is afforded only for the coverages for which limits of liability or  
 premium charges are indicated. Coverage is provided where a premium and a limit  
 of liability are shown for the coverage.

COVERAGES	2006 LINC LIMITS	PREMIUMS
<b>A - LIABILITY COVERAGE:</b>		
BODILY INJURY	\$250,000 Each Person	\$ 285.30
PROPERTY DAMAGE	\$500,000 Each Accident \$100,000 Each Accident	112.20
<b>B2 - PERSONAL INJURY PROTECTION</b>	\$5,000 Each Person	44.20
<b>C - UNINSURED/UNDERINSURED MOTORISTS:</b>		
BODILY INJURY LIABILITY	\$250,000 Each Person \$500,000 Each Accident \$100,000 Each Accident	70.80  16.80
PROPERTY DAMAGE LIABILITY	Less \$250 Deductible	
<b>D - COVERAGE FOR DAMAGE TO YOUR AUTO:</b>		
OTHER THAN COLLISION	Actual Cash Value Unls Otherwise Stated Less \$500 Deductible	206.70
COLLISION	Actual Cash Value Unls Otherwise Stated Less \$500 Deductible	161.70
<b>ADDITIONAL COVERAGES:</b>		
RENTAL REIMBURSEMENT		
THEFT PREVENTION AUTHORITY FEE (SEE ENCLOSED EXPLANATION)	\$35 Per Day/\$1050 Max	11.50
AUTO LOAN/LEASE		1.00
ROADSIDE ASSISTANCE PACKAGE		11.00
MEXICO COVERAGE - LIMITED ENDORSEMENT		4.20
		INCLUDED

-CONTINUED-

**HOME STATE COUNTY MUTUAL INSURANCE COMPANY**  
**SAFECO GENERAL AGENCY, INC.**  
 HOME OFFICE: SAFECO PLAZA, SEATTLE, WA 98185-0001  
**AUTOMOBILE POLICY DECLARATIONS      POLICY NUMBER: Y7381661**

(CONTINUED)

COVERAGES	2006 LINC LIMITS	PREMIUMS
<b>PREMIUM SUMMARY</b>		<b>PREMIUM</b>
VEHICLE COVERAGES		\$ 925.40
<b>TOTAL 6 MONTH PREMIUM</b> .....		\$ 925.40

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay, Annual 2-Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:  
 \$2.00 per installment for recurring automatic deduction (EFT)  
 \$2.00 per installment for recurring credit card or debit card  
 \$4.00 per installment for all other payment methods

CONGRATULATIONS! YOUR PREMIUM INCLUDES DISCOUNTS FOR:  
 Anti-Theft, Coverage

We agree to make available to you an installment payment plan as described in Rule 14 of the Texas Automobile Rules and Rating Manual, except when an installment payment plan is prohibited by other rule or by statute.



# CERTIFICATE OF LIABILITY INSURANCE

GUMAR-1

OP ID: JS

DATE (MM/DD/YYYY)  
01/08/13

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC	956-682-2841	CONTACT NAME:	
	956-630-4015	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : HARTFORD INSURANCE CO.			29424
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED  
DR Gumaro Garza  
502 S Closner  
Edinburg, TX 78539

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			65SBMRO5908	03/04/12	03/04/13	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO							\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person)	\$
		<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/>	<input type="checkbox"/>					\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Hidalgo County is listed as additional insured but only in respects to liability arising by work performed by Dr. Gumaro Garza

**CERTIFICATE HOLDER****CANCELLATION**

HIDALSH

Hidalgo County  
2812 S. Business 281  
Edinburg,, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**REGULAR MEETING - FEBRUARY 26, 2013**

MEMBERED, that on this 26th day of February A.D., 2013, there was begun and  
LAR MEETING of the Honorable Commissioners' Court of Hidalgo County,  
in the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE  
COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings  
were had, to-wit:



**AGENDA**  
**CC CONSENT**  
**COMMISSIONERS' COURT**  
**MEETING**  
**February 26, 2013**  
**9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at 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.**

**On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote to approve the Consent Agenda, with the exception of items 2.A., 2.B., 16.F.1 & 2, 16.K., 16.Q., 16.U., & 16.AA.**

**Vote: 4 - 0**

NO ACTION taken on items 2.A. & 2.B.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve item 16.F.1 & 2, subject to funding.

**Vote: 4 - 0**

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the exemption for item 16.K.1.

**Vote: 4 - 0**

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve item 16.K.2., in the order of their scores.

**Vote: 4 - 0**

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the authority to negotiate with Leonel Garza, Jr. for item 16.K.3.

16.

**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. Requesting authority to enter into a 36-month new copier (capital) lease for a WC5745PT copier through our memebership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Auditor's (Administration) Department through Requisition # 231447 in the amount of \$178.63/ month, effective upon approval.

**B. Auditors Department.:**  
Requesting authority to enter into a 36-month new copier (capital) lease for a WC5745P copier through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Auditor's (Administration) Department through Requisition #231055 in the amount of \$178.63/month, effective upon approval.

**C. Auditors Dept.:**  
Requesting authority to enter into a 36-month new copier (capital) lease for a WC7530P copier through our membership/participation with (TPASS) Texas Procurement & Support Services awarded vendor, Xerox contract 985-L2 for the Auditor's (Administration) Department through Requisition #229727 in the amount of \$291.43/month, effective upon approval.

**D.** Request authorization to remove the following assets from Texas DPS - McALLEN inventory list as items cannot be located and possess no value as detailed in attached schedule:

ASSET NO.	DESCRIPTION	ACQ DATE	SERIAL #	P.O.
37156	HP LASERJET 4000	03/09/1998	USEK028949	245721
33619	HP LASER PRINTER 4050	07/30/1999	USQC043487	279442
34031	PANASONIC 47-PII-LAPTOP	10/19/1999	9EKSA01132	284370
34104	PANASONIC 47-PII-LAPTOP	10/19/1999	9EKSA01488	287370
34039	NEC TEL SYSTEM	11/30/1999	19303073A3	N/A
31387	IBM WHEELWRITER 5000	11/18/1997	11BXP29	235337
33628	PENTIUM II 350, MHZ W/MONITOR & KEYBOARD	07/30/1999	CLONE	278835

And as detailed in supporting documentation as further and specifically detailed in the attachments.

- E. Request for removal of fixed assets as attached from the County Auditor's inventory.
- F. 1. Requesting approval for payment to project engineer, R. Gutierrez Engineering Corporation, Contract #C-07-358-09-04, Invoice #3289 for Southfork Drain Project in the amount of \$ 79,056.20
2. Requesting approval of Supplemental Agreement No. 3 for R. Gutierrez Engineering Corporation, Contract C-07-358-09-04 resulting in an estimated cost increase of \$ 40,807.00 for services under Work Authorization No. 12 for the Southfork Drainage Project
- G. 1. Requesting authority to exercise the **second (& Final)** one (1) year option as provided in the current contract for: **"Professional Physician Services for Inmates"** for **Hidalgo County Sheriff's Office** , under the same rates, terms and conditions, effective, 03/03/13, expiring, 03/02/14 for the following physicians:  
a) **E-12-081-02-28 - DR. MARIN GARZA**  
b) **E-12-081A-02-28- DR. GUMARO GARZA**
2. Requesting authority to exercise the **Sixty (60) Day Grace Period** extension as provided in the current contract for the:**"Electronic Security System Maintenance and Repair Services"** (on an as needed basis) for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with **MONTGOMERY TECHNOLOGY SYSTEMS, LLC** - effective 03/17/13, expiring 05/16/13 or (upon completion of the procurement process which ever comes first).
3. Requesting authority to exercise the **Tenth (10th) & Final year** of the additional ten (10) one (1) year term extension as provided in contract for: "Housing of Inmates" for the Hidalgo County Sheriff's Office, under the same current rates, terms and conditions with **LCS CORRECTIONS SERVICES, INC .** effective: 03/31/13 - 03/30/14.
- H. Approval of Request for Payment-Application No. 2 in the amount of \$54,150.00 from HighMark Construction Company, LLC, awarded contractor for the,"Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX"(C-12-021A-09-25), as certified for payment by project architect, Dannenbaum Engineering Company, with authority to issue payment after audit and processing procedures are completed by County Auditor.
- I. **Sheriff's Law Enforcement Office:**  
Requesting authority to purchase (8) executive frames 8"x10" black mahogany and (4) black Dax wood frames 5"x7" through our membership participation with (TASB) Texas Association School Board Buy board awarded vendor Staples Business Advantage contract #407-12 through the following requisition #230542 in the amount of \$151.08.
- J. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of \$32,424.75) as submitted by TEDSI Infrastructure Group, for Dicker Road Project, through Contract #C-12-119-07-31.

THE STATE OF TEXAS  
COUNTY OF HIDALGO

§  
§  
§

**CONTRACT FOR SERVICES**  
**C-09-461a-02-16**

THIS AGREEMENT is made as of the 3rd day of, March, 2010 by and between **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **Gumaro Garza, M.D.** (hereinafter "Physician") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of professional medical services for the residents of the Hidalgo County Adult Detention Facility (the "Clients" ) that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Hidalgo County Adult Detention Facility (the "Jail").

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Physician agree as follows:

1. Physician agrees to provide to the Jail and its Clients the services required of Physician until replaced by Hidalgo County. These services include, but are not limited to:
  - (a) Providing and maintaining a medical license under which all medical activities of the Jail employees will take place;
  - (b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures:

- (c) Conduct physical examinations of the Clients as required by the Jail;
- (d) Conducting other evaluations and tests on each client as required by the Jail;
- (e) Interpreting the results of any test conducted under (b), (c) or (d) above and submitting a written report to the Jail of the results of such tests and examinations, as required by the Jail, including but not limited to, the Radiology Tests (i.e. X-rays for all inmates) performed on Hidalgo County Inmates involving and/or subject to tuberculosis;
- (f) Together with a nurse, provided at the sole cost and expense of the Jail, Sick Call Clinics for all inmates incarcerated at the Jail who require medical services two (2) hours per day, twice a week. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Physician to follow up medications, treatments and similar requirements;
- (g) Physician shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Physician and for Clients, inmates, patients, and/or residents served by the Physician.
- (h) Physician shall provide consultation, hands on treatment and other related medical services to Clients while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail Facilities; Physician shall refer Clients to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the

resources available at the jail;

- (j) Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either the Jail or the Texas Commission on Jail Standards;
- (k) Physician shall permit Jail and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
- (l) Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Jail;
- (m) Physician will order prescription medications utilizing the approved formulary provided by the jail, unless Physician determines other formularies are in the best interest of the Client.
- (n) The qualified Physician must provide and maintain a Texas Controlled Substance Registration listing the Jail's physical address in order to maintain and store/stock medications needed by the Contract Physician and Detention Infirmary Department;

2. Physician represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Physician shall immediately notify the Hidalgo County Sheriff or such suspension or revocation.

3. As consideration for the above and foregoing, Physician shall submit a monthly billing statement to the Jail (P.O. Box 1228, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to the Jail by Physician during the statement period. Upon receipt of said statement, the Jail shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Physician shall be compensated in the amount of Three Thousand Six Hundred and No/100ths Dollars (\$3,600.00) per month for the services provided to the Jail hereunder.

4. Physician must comply with all applicable laws and regulations of the Jail and County policies. Notwithstanding the foregoing sentence, Physician represents and maintains that he is not an employee of the Jail, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Jail, Hidalgo County, Texas, and/or any agency thereof, including, but no limited to benefits associated with Hidalgo County's Civil Service Program. Physician agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Jail and Physician agree that either party may terminate this contract at any time for any reason or no reason at all. Physician agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Physician agrees to continue for a period not to exceed thirty days at the

same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. Physician agrees to provide professional liability insurance covering his activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

7. Physician may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

8. Physician agrees to comply with the Title VI of the Civil Rights Act of 1964.

9. The term of this Contract shall be for a period of two (2) years and shall commence on March 03, 2010 and end on March 02, 2012 with the County's option to renew for two (2) one (1) year options.

12. Except as may be otherwise specifically provided in this Contract, 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 County:	County of Hidalgo, Texas Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
---------------	--

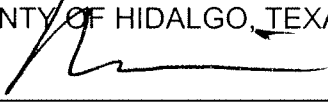
If to Physician:	Gumaro Garza, M.D. 502 S. Closner Blvd. Edinburg, Texas 78539
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time as it is deposited in the United States mail.

13. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND SHALL BE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

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

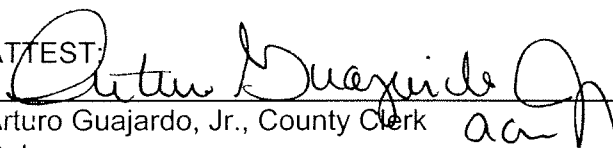
COUNTY OF HIDALGO, TEXAS

By: 

Rene A. Ramirez, County Judge

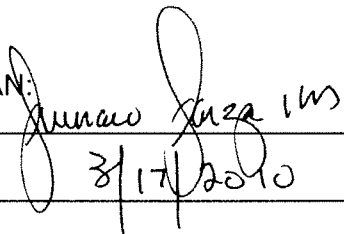
Date: \_\_\_\_\_

ATTEST:

  
Arturo Guajardo, Jr., County Clerk

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

PHYSICIAN:

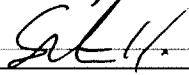
By: 

, M.D.

Date: 3/17/2010

Approved by Commissioners' Court on \_\_\_\_\_  
Approved as to form:

Atlas & Hall, L.L.P.

By: 

Date: 3-5-10

**EXHIBIT “A”  
RFP/Q  
REQUIREMENTS**

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**EXHIBIT “A”**

**REQUIREMENTS**

**HIDALGO COUNTY**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS**

**“PROFESSIONAL PHYSICIAN SERVICES  
FOR INMATES-HIDALGO COUNTY  
ADULT DETENTION FACILITY (JAIL)”**

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**RFQ/P No. 2009-461-12-09-otm**

Hidalgo County will be accepting Statements of Qualifications from qualified Physician(s) to provide physician services for Hidalgo County Adult Detention Facility (Jail). The County of Hidalgo is seeking to enter into a services contract(s) with a state-registered/licensed (Texas physician(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications/Proposals for the provision of **“Physician(s) Services for the Adult Detention Facility (Jail)”**. **Request For Qualifications/Proposals”** as specified herein. Statements of Qualifications and proposals will be accepted until **9:30 A.M., Wednesday, December 09, 2009**. **ANY RFQ/P RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:  
RFQ/P Number: 2009-461-12-09-otm

US Postal Mail Address:  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

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

**The Submittal Envelope/Package Must Show The RFQ/P Number, Name And Opening Date.**

The following outlines the Request For Qualifications & Proposal:

***SECTION I -GENERAL TERMS AND CONDITIONS***

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

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

**WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to [olga.montero@co.hidalgo.tx.us](mailto:olga.montero@co.hidalgo.tx.us) BY NO LATER THAN Wednesday, December 2, 2009 at 5:00 p.m.** Responses will be sent to all applicants by Friday, December 4, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**DISCLOSURE OF CONFLICT OF INTEREST:**

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:** Respondents to this RFQ/P must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:** Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ/P:** Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**SUBMITTER DEFAULT:** Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:** It is the responsibility of the submitter to review the Request for Qualifications/Proposal (RFQ&P) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications/proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFQ&P DELIVERY:** Hidalgo County requires submitters, when hand delivering statements of qualifications/proposal, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ/P off.

**SIGNING OF QUALIFICATIONS:** In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:** Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

## **SECTION II -RFQ/P REQUIREMENTS**

**REQUEST FOR QUALIFICATIONS/PROPOSAL:** The required contents and limitations for the preparation of the RFQ/P are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ/P. A total of **one (1) original and seven (7) copies** of the RFQ/P shall be submitted to the address on the cover letter.

**CONTENTS:** The required contents for the RFQ/P are presented below in the order they should be incorporated into the submitted document.

### **PROJECT OVERVIEW:**

The County of Hidalgo must provide pursuant to Texas Commission on Jail Standards provisions, Chapter 273, "Health Services", (medical, dental and health services) in accordance with the approved health services plan. These services may include, but shall not be limited to, the services of a licensed physician, professional and allied health personnel, hospital or similar service.

**PHYSICIAN(S) QUALIFICATIONS-REQUIREMENTS:** The County of Hidalgo is seeking to contract with a competent qualified physician(s) to provide services for the Adult Detention Facility (Jail). This section will contain the minimum requirements to qualify a competent physician(s) to provide services for the Hidalgo County Adult Detention Facility (Jail), including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Must have a minimum of (5) years experience in general practice;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration.
- Revocation or suspension of the Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45CRF76;

- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ/P;
- The qualified physician(s) should provide a copy of their Professional Liability Insurance (malpractice) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit “C” contained herein;
- Must be or become a member of the Hidalgo County Medical Society;
- Serving on general call 24 hours a day, 7 days a week, except when out of town;
- When unavailable, physician must make all necessary arrangements for a substitute physician to perform the duties of correctional physician;
- Must provide sick call hours of two (2) hours per day, twice a week at the Hidalgo County Adult Detention Facility (Jail).

**Term of Agreement:** The term of the agreement will be for an initial period of 2 years with the County’s option to renew for an additional 2 one(1) year terms under the same rates, terms and conditions.

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.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**Required Certifications and Submittal:** This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS . The qualified physician(s) should add copies of their certificate of license from the Texas Board of Medical Examiners.

**SCOPE OF SERVICES:** The Physician Services contract will encompass all project-related medical services to the County of Hidalgo including, but not limited to, the following:

- a. Providing and maintaining a medical license under which all medical activities of the Sheriff’s Office employees will take place;
- b. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
- c. Conducting physical examinations of the Clients as required by the Department;
- d. Conducting other evaluations and tests on each Client as required by the Department;
- e. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
- f. Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility (Jail) who require medical services. It will be the duty of the R.N.

- Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;
- g. Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients, and/or residents served by the Contractor.
  - h. Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;
  - i. Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;
  - j. Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;
  - k. Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
  - l. Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;
  - m. Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;
  - n. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmary Department;

**UNDERSTANDING OF THE PROJECT:** This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:** The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County requires **one (1) original submittal and seven (7) copies.**

### ***PART III -SELECTION & SCHEDULES***

#### **SELECTION PROCEDURES:**

RFQ/P submittal evaluation will be based on the criteria outlined below,

**PROPOSAL RANKING:** Departmental Committees will evaluate and rank the written RFQ/P. After the RFQ/P have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

**NEGOTIATION PROCESS:** If negotiations prove unsuccessful, the next highest ranked physician will be contacted. The County of Hidalgo reserves the right to reject any and all RFQ/P.

**TERMINATION OF SERVICES:**

**Any contract awarded to a qualified physician will be in effect until (a) the contract expires, (b) performance of all services ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation.**

**RFQ/P SUBMITTED TO:** An original and seven (7) copies of RFQ/P should be submitted to:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

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

RFQ/P must be submitted by **no later than 9:30 a.m. on Wednesday, December 09, 2009.**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**EVALUATION:**

The evaluation system consists of a 100-point system. The physician(s) will be ranked after evaluation. Categories under the 100-point system include response to RFQ/P. RFQ/P submittal evaluation will be based on the criteria outlined in Exhibit "B".

**EXHIBIT B**  
**SELECTION CRITERIA**

**REQUEST FOR QUALIFICATIONS/PROPOSAL**

**“PROFESSIONAL PHYSICIAN SERVICES FOR INMATES-  
HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)”**

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**RFQ NO: 2009-461-12-09-OTM**

## **EVALUATION CRITERIA/RFQ/P Evaluation Criteria**

The submitter's RFQ/P will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ/P Evaluation Form."

### **1. Physician(s) Qualifications/Certifications/and other Credentials (30)**

The physician(s) should provide information related to qualifications. The physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

### **2. Understanding the Services/Methodology (20)**

The physician(s) must state the approach and/or (methodology) in achieving and rendering all services detailed and required for the "Professional Physician Services for Inmates" for Hidalgo County Adult Detention Facility (Jail). If the Physician(s) currently have an active practice, the Physician(s) must state in detail how it can comply and render all the services, and requirements detailed for the contract. Physician(s) should include any local issues or concerns that directly affect the Physician(s) understanding of the project.

### **3. Experience (20)**

The Physician(s) meets the five (5) year practice required.

### **4. Ability to Commit to all Services Required (30)**

The Physician(s) should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

**HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)  
 "PROFESSIONAL PHYSICIAN SERVICES FOR INMATES"  
 RFQ NO: 2009-461-12-09-OTM**

**EVALUATION FORM**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
<p><b>1. Physician(s) Qualifications/Certifications/and other Credentials</b>            The Physician(s) should provide information related to qualifications. The Physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.</p>	<b>30</b>	_____

**Comments/Rationale For Points:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<p><b>2. Understanding the Services/Methodology</b>            The Physician(s) must state the approach and/or (methodology) in achieving and rendering all services detailed and required for the "Professional Physician Services for Inmates for Hidalgo County Sheriff's Office. If the Physician(s) currently have an active practice, the Physician(s) must state in detail how it can comply and render all the services, and requirements detailed for the contract. Physician(s) should include any local issues or concerns that directly affect the Physician(s) understanding of the project.</p>	<b>20</b>	_____
---	-----------	-------

**Comments/Rationale For Points:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<p><b>3. Experience</b>            The Physician(s) meets the five (5) year practice required.</p>	<b>20</b>	_____
--	-----------	-------

**Comments/Rationale For Points:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. Ability to Commit to all Services Required**

The Physician(s) should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

**30** \_\_\_\_\_

**Comments/Rationale For Points:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total  
Score** \_\_\_\_\_

Provider: \_\_\_\_\_

Evaluator Name & Department: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT “B”  
NEGOTIATED  
MONTHLY  
AMOUNT**

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PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**  
**(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Gumaro Garza, M.D.

Via Fax: (956) 292-0114  
Phone #:956-648-2319  
Email: grz4556@aol.com

From: Martha L. Salazar, CPPB  
Hidalgo County Purchasing Department  
Attn: Olga T. Montero

*(BTM)*

Date: January 27, 2010

Re: Negotiation for --  
"Hidalgo County Adult Detention Facility (Jail)-Professional Physician  
Services for Inmates"  
(RFP NO: 2009-461-12-09-otm)

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday, January 26, 2010, please be advised that you have been selected (ranked) to enter into negotiations with County Of Hidalgo for the above referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 a.m. on Monday, February 01, 2010.

Best and final offer of the proposed contract rate of \$ 3,600.00.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via fax to (956) 292-7612.

Signed: *Gumaro Garza M.D.*

Title: \_\_\_\_\_

Printed Name: Gumaro Garza

**EXHIBIT “C”  
INSURANCE  
REQUIREMENTS**

---

**TEXAS MEDICAL LIABILITY INSURANCE UNDERWRITING ASSOCIATION**  
**505 EAST HUNTLAND DR, SUITE 160**  
**AUSTIN, TEXAS**  
**PHONE: 512-452-4370**

**CERTIFICATE OF INSURANCE**

This is to certify that: **GUMARO GARZA, M.D.**  
**502 SOUTH CLOSNER BLVD**  
**EDINBURG, TX 78539**

is insured by Texas Medical Liability Insurance Underwriting Association for the types of insurance and in accordance with the limits of liability, exclusions, conditions, and other terms of the policy herinafter described. This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy listed below.

Policy Number	Policy Period	Locations to which Certificate Applies	
TX113392	From: 04/10/2009 To: 04/10/2010	State of Texas	
Policy Form	Retroactive Date	Limits of Liability	
	(If applicable)		
<input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made		<input checked="" type="checkbox"/> Each Occurrence <input type="checkbox"/> Each Claim	<input checked="" type="checkbox"/> Aggregate <input type="checkbox"/> All Claims
Physicians and Other Non-Institutional Health Care Providers:	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Excess	<input checked="" type="checkbox"/> \$200,000.00 <input type="checkbox"/>	<input checked="" type="checkbox"/> \$600,000.00 <input type="checkbox"/>
Hospitals and Other Institutional Health Care Providers:	<input type="checkbox"/> Primary <input type="checkbox"/> Excess	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

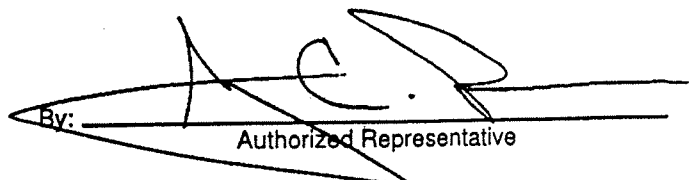
**Cancellation:** Should the above described policy be cancelled before the expiration date thereof, the Company will endeavor to mail written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its Agents or Representatives.

**CERTIFICATE HOLDER**

**GUMARO GARZA, M.D.**  
**502 SOUTH CLOSNER BLVD**  
**EDINBURG, TX 78539**

03/24/2009

Date

By:   
 Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

OP ID JS  
GUMAR-1

DATE (MM/DD/YYYY)

03/04/10

PRODUCER  
Shepard Walton King Ins. Group  
801 N. Main  
P. O. Box 1630  
McAllen TX 78505-1630  
Phone: 956-682-2841 Fax: 956-630-4015

INSURED

Gumaro Garza  
502 S Clossner  
Edinburg TX 78539

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

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	HARTFORD INSURANCE CO.	29424
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

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

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	65SBMRO5908	03/04/10	03/04/11	EACH OCCURRENCE \$ <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>\$1,000,000</b> MED EXP (Any one person) \$ <b>\$10,000</b> PERSONAL & ADV INJURY \$ <b>\$1,000,000</b> GENERAL AGGREGATE \$ <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>\$2,000,000</b>
			<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
			<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
			OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Hidalgo County is listed as additional insured but only in respects to liability arising by work performed by Dr. Gumaro Garza

## CERTIFICATE HOLDER

HIDALSH

Hidalgo County  
2812 S. Business 281  
Edinburg, TX 78539

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
*Raul Celozz...*



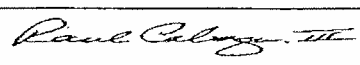
# INSURANCE BINDER

DATE (MM/DD/YYYY)  
03/04/2010

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY <b>Shepard Walton King Ins. Group</b> 801 N. Main P. O. Box 1630 McAllen, TX 78505-1630 <b>SHEPARD WALTON KING INS. GROUP</b>		COMPANY <b>HARTFORD INSURANCE CO.</b>		BINDER # <b>6871</b>	
PHONE (A/C, No, Ext): <b>956-682-2841</b> CODE: <b>65810663</b>		FAX (A/C, No): <b>956-630-4015</b> SUB CODE:		DATE EFFECTIVE TIME <b>03/04/10</b> AM PM	
AGENCY CUSTOMER ID: <b>GUMAR-1</b> INSURED <b>Gumaro Garza</b> <b>502 S Closner</b> <b>Edinburg TX 78539</b>		EXPIRATION DATE TIME <b>04/03/10</b> 12:01 AM NOON			
		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # <b>65SBMRO5908</b>			
		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) <b>Medical Office</b>			

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$ 1,000,000
		DAMAGE TO RENTED PREMISES		\$ 1,000,000
		MED EXP (Any one person)		\$ 10,000
		PERSONAL & ADV INJURY		\$ 1,000,000
		GENERAL AGGREGATE		\$ 2,000,000
		PRODUCTS - COMP/OP AGG		\$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE		\$
		STATED AMOUNT		\$
		OTHER		\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS/ OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS		<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
<b>HIDALJA</b> <b>Hidalgo County Jail</b> <b>Atten: Purchasing Dept</b> <b>2812 S Highway 281</b> <b>Edinburg TX 78539</b>		LOAN #	
		AUTHORIZED REPRESENTATIVE 	



# CERTIFICATE OF LIABILITY INSURANCE

OP ID KL  
GARZG06

DATE (MM/DD/YYYY)

02/26/10

**PRODUCER**  
 Shepard Walton King Ins. Group  
 801 N. Main  
 P. O. Box 1630  
 McAllen TX 78505-1630  
 Phone: 956-682-2841 Fax: 956-630-4015

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

### INSURERS AFFORDING COVERAGE

NAIC #

**INSURED**  
  
 Dr. Gumaro Garza  
 2210 Norma Lane  
 Edinburg TX 78539

INSURER A: HOME STATE COUNTY MUTUAL INS.  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

### COVERAGES

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

INSURANCE LTR / INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROP AGO \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y7381661	11/03/09	05/03/10	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ \$250,028 BODILY INJURY (Per accident) \$ \$500,028 PROPERTY DAMAGE (Per accident) \$ \$100,028
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N			WC STATUTORY LIMITS DTR-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

### CERTIFICATE HOLDER

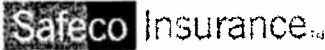
### CANCELLATION

**HIDCOED**  
  
 Hidalgo County  
 Purchasing Department  
 2812 So. Bus Hwy 281  
 Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ 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

POLICY NUMBER: Y7381661



Member of Liberty Mutual Group

HOME STATE COUNTY MUTUAL INSURANCE COMPANY  
SAFECO GENERAL AGENCY, INC.

HOME OFFICE: SAFECO PLAZA, SEATTLE, WA 98185-0001  
AUTOMOBILE POLICY DECLARATIONS

NAMED INSURED AND MAILING ADDRESS:  
GUMARO GARZA  
2210 NORMA LN  
EDINBURG TX 78539-6911

RENEWAL

POLICY PERIOD FROM: NOV. 3 2009  
TO: MAY 3 2010

at 12:01 A.M. standard time at  
the address of the named  
insured as stated herein.

AGENT TELEPHONE: (956) 682-2841

AGENT:  
SHEPARD WALTON KING INS GROUP  
PO BOX 1630  
MCALLEN TX 78501-1630

The Auto(s) or Trailer(s) described in this policy is principally garaged  
at the above address unless otherwise stated.

RATED DRIVERS GUMARO GARZA

2006 LINCOLN TOWN CAR DESIGNER 4 DOOR SEDAN ID# 1LNHM83V66Y647389  
LOSS PAYEE FORD MOTOR CREDIT  
P. O. BOX 542000 OMAHA NE 68154-8000

Insurance is afforded only for the coverages for which limits of liability or  
premium charges are indicated. Coverage is provided where a premium and a limit  
of liability are shown for the coverage.

COVERAGES	2006 LINC LIMITS	PREMIUMS
<b>A - LIABILITY COVERAGE:</b>		
BODILY INJURY	\$250,028 Each Person	\$ 265.30
	\$500,028 Each Accident	
PROPERTY DAMAGE	\$100,028 Each Accident	102.60
<b>B2 - PERSONAL INJURY PROTECTION</b>	\$5,028 Each Person	36.60
<b>C - UNINSURED/UNDERINSURED MOTORISTS:</b>		
BODILY INJURY LIABILITY	\$250,028 Each Person	66.80
	\$500,028 Each Accident	
PROPERTY DAMAGE LIABILITY	\$100,028 Each Accident Less \$250 Deductible	18.50
<b>D - COVERAGE FOR DAMAGE TO YOUR AUTO:</b>		
OTHER THAN COLLISION	Actual Cash Value Unls Otherwise Stated Less \$472 Deductible	206.10
COLLISION	Actual Cash Value Unls Otherwise Stated Less \$472 Deductible	179.00
<b>ADDITIONAL COVERAGES:</b>		
RENTAL REIMBURSEMENT	\$35 Per Day/\$1050 Max	17.00
THEFT PREVENTION AUTHORITY FEE (SEE ENCLOSED EXPLANATION)		.50
AUTO LOAN/LEASE		11.50
ROADSIDE ASSISTANCE PACKAGE		3.10
MEXICO COVERAGE - LIMITED ENDORSEMENT		INCLUDED

-CONTINUED-

4574



EXHIBIT "D"

2057128

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.

Gumaro Garza MD

2 Check this box if you are filing an update to a previously filed questionnaire.

Empty checkbox

(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?

Empty checkbox for Yes

Checked checkbox for 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?

Empty checkbox for Yes

Checked checkbox for 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?

Empty checkbox for Yes

Checked checkbox for 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

Handwritten signature of Gumaro Garza

Date: 12/01/09

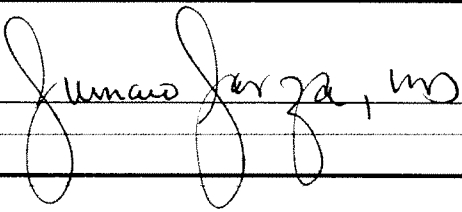
**PROPOSER'S AFFIDAVIT**  
**Exhibit "E"**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTERES, AND ANTI-LOBBYING for  
"PROFESSIONAL PHYSICIAN SERVICES FOR ADULT DETENTION FACILITY (JAIL)"  
RFQ/P-2009-461-12-09-otm**

STATE OF TEXAS  
COUNTY OF HIDALGO

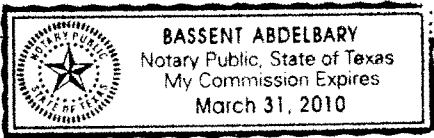
Affiant, Gumaro Garza MD, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

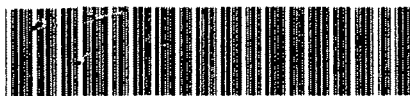
Signature/Title: 

Subscribed and sworn to before me this 3<sup>rd</sup> day of Dec., 2009.

Bassent Abdelbary



Notary Public  
My commission expires: March 31, 2010, ~~2009~~



70 2009 02057128

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, TX 78540

Instrument Number: 2009-2057128

Recorded On: December 08, 2009

As  
Recording

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

**\*\* Examined and Charged as Follows: \*\***

Recording	16.00
<b>Total Recording:</b>	<b>16.00</b>

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

**Record and Return To:**

Document Number: 2009-2057128  
Receipt Number: 1085942  
Recorded Date/Time: December 08, 2009 08:49A

GUMARO GARZA MD  
502 SOUTH CLOSNER  
EDINBURG TX 78539

User / Station: M Cantu - Cash Station 01

**STATE OF TEXAS  
COUNTY OF HIDALGO**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX



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

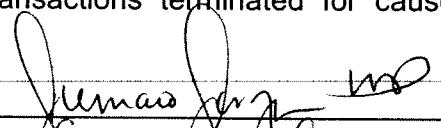
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**Certification  
Regarding Debarment, Suspension and Ineligibility**

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: Eumario Garza  
Title: MD  
Telephone Number: (956) 648-2319  
Date: 12/3/09

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