



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 Recommendation)

TO: Eddie Guerra
Hidalgo County Sheriff's Office

ATTN: Juan Tapia, Procurement Specialist via email: Juan.Tapia@hidalgoso.org

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: May 18, 2016

RE: AWARD RECOMMENDATION REQUEST:
Bid No 2016-174-04-27-SMA-Hidalgo County Sheriff's Office-"DNA TESTING LAB SERVICES"

We have **SOLE-BID RESPONSE** to the above mentioned project.. Refer to enclosed copy of bid response for your review and recommendation/non-recommendation. Please advise if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **May 19, 2016 @ 10:00 a.m. or if possible earlier.**

Please indicate your recommendation or any concerns on the space provided below and return to via email to: sandra.montalvo@co.hidalgo.tx.us.

AWARD TO VENDOR(S):		RECOMMENDATION (BASIS)	
1. <i>National Medical Services, Inc.</i>		<i>Sole Bid.</i>	
BUDGET ACCOUNT No: <i>6-1100-421-00-280-001-0-339</i>			
<i>[Signature]</i>	<i>Paul Cantal</i>	<i>Administration</i>	<i>5/19/16</i>
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4865



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AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4865

Zimbra

sandra.montalvo@co.hidalgo.tx.us

FW: RFSQ 16-174-04-27-sma DNA Test Lab Serv. From National Medical Serv. Inc

From : Juan Tapia <juan.tapia@hidalgo.org>

Mon, May 09, 2016 11:51 AM

Subject : FW: RFSQ 16-174-04-27-sma DNA Test Lab Serv. From National Medical Serv. Inc**To :** Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>, Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>**Cc :** Myra Montoya <myra.montoya@hidalgo.org>, Joel Castro <joel.castro@hidalgo.org>, Rick Enriquez <rick.enriquez@hidalgo.org>

Sandra/ Yoli,

Please award to sole bidder "National Medical Services, Inc." RFSQ 16-174-04-27 for DNA Lab. Test Services. Apply Acc. No. 6-1100-421-00-280-001-0-339.

Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Tel 292-2933

From: Joel Castro [mailto:joel.castro@hidalgo.org]**Sent:** Monday, May 09, 2016 11:16 AM**To:** Juan Tapia**Subject:** Re: RFSQ 16-174-04-27-sma DNA Test Lab Serv. From National Medical Serv. IncAward PO Agreement to sole bidder. We will see how they work out, thanks.
Joel Castro # 1115

From: "Juan Tapia" <juan.tapia@hidalgo.org>**To:** "Joel Castro" <joel.castro@hidalgo.org>**Cc:** "Rick Enriquez" <rick.enriquez@hidalgo.org>, "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>**Sent:** Friday, May 6, 2016 4:04:53 PM**Subject:** RE: RFSQ 16-174-04-27-sma DNA Test Lab Serv. From National Medical Serv. Inc

Mr. Castro,

Following our conversation, please confirm your recommendations, for our above mentioned project

I think we should award PO Agreement to sole bidder.

Respectfully,

Juan Tapia
Procurement Specialist
Tel 292-2933

HIDALGO COUNTY PURCHASING DEPARTMENT PARTICIPATING BIDDER'S LOG

BID OPENING DATE: April 27, 2016

BID OPENING TIME: 11:00 A.M.

DEPARTMENT/BID DESCRIPTION: *Hidalgo County Sheriff's Office-DNA Testing Lab Services*

BID NO.: 2016-174-04-27-SMA

Buyer: Sandra Montalvo

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1) LABORATORY CORPORATION OF AMERICA HOLDINGS Attn: Angie R. Miller	BLM	Sandra Montalvo	04/14/16	1440 York Court Burlington, North Carolina 27215 (800) 742-3944, Extension 67355 Fax: (336) 538-6572 turneg2@labcorp.com
2) NATIONAL MEDICAL SUPPLIES Attn: Jacob Atar	EMR	Sandra Montalvo	04/14/16	3701 Welsh Road Willow Grove, PA 19090 jacob.atar@nmslabs.com jacob.atar@gmail.com Tel 800-522-6671 or 215-657-4900 xt 1236 Cell 215-205-0154
3) SORENSEN FORENSICS Attn: Pete Macchia	EMR	Sandra Montalvo	04/14/16	2511 South West Temple Salt Lake City, UT 84115 pmacchia@sorensonforensics.com Cell 801-828-6298
4)	EMR	Sandra Montalvo	04/14/16	
5)	EMR	Sandra Montalvo	04/14/16	
6)	EMR	Sandra Montalvo		
7)	EMR	Sandra Montalvo		

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET

Department Name/Description of Project: Hidalgo County Sheriff's Office-DNA Testing Lab Services

BID OPENING DATE: April 27, 2016

BID OPENING TIME: 11:00A.M.

BID No.: 2016-174-04-27-SMA

BUYER: Sandra Montalvo

NAME OF COMPANY	Addendum 1	Acknowledgement Receipt
1) National Medical Services Inc.. (NMS)	√	√
2)		
3)		
4)		

Zimbra

sandra.montalvo@co.hidalgo.tx.us

Contract # C-16-174-06-07-National Medical Service Inc-HCSO (DNA Testing Services)

From : Leticia H. Saenz
<leticia.saenz@co.hidalgo.tx.us>

Wed, Jun 01, 2016 01:41 PM

 4 attachments

Subject : Contract # C-16-174-06-07-National
Medical Service Inc-HCSO (DNA Testing
Services)

To : Sandra Montalvo
<sandra.montalvo@co.hidalgo.tx.us>

Cc : Martha Salazar
<martha.salazar@co.hidalgo.tx.us>, Elena
Gomez <elena.gomez@co.hidalgo.tx.us>

Sandra-

Per Ms. Marty, proceed with placing on the next CC agenda of (06/07/16) agreement and legal's approval (attached hereto) for agreement # C-16-174-06-07 with National Medical Service, Inc . for the purposes of: DNA Testing Services for the Hidalgo County Sheriff's Office.

Respectfully,

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

.. .D O N' T W O R R Y ... B E H A P P Y.. .



undefined
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01 C-16-174-06-07-National Medical Service Inc (DNA Testing Services)-HCSO.pdf

9 MB



052816-email frm legal-approved contract.pdf

104 KB

Zimbra

leticia.saenz@co.hidalgo.tx.us

RE: Review & Approve as to form-Contract# C-16-174-06-07-National Medical Service Inc-HCSO(DNA Testing Svcs)**From :** Steve Crain <scrain@atlashall.com>

Sat, May 28, 2016 09:28 AM

Subject : RE: Review & Approve as to form-Contract# C-16-174-06-07-National Medical Service Inc-HCSO(DNA Testing Svcs)

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>**The contract is fine** however you may want to procure by bid or RFP in case you exceed the statutory limits.**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]**Sent:** Friday, May 27, 2016 5:28 PM**To:** Steve Crain <scrain@atlashall.com>**Cc:** Martha Salazar <martha.salazar@co.hidalgo.tx.us>; Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>**Subject:** Re: Review & Approve as to form-Contract# C-16-174-06-07-National Medical Service Inc-HCSO(DNA Testing Svcs)

Mr. Crain-

In research of payment history to the previous vendor "**Cellmark**" for the same services, the company was paid **\$9,828.74 (see attached)** in a period of a **two (2) year** agreement that commenced in 2014 and expired this year 2016. Therefore, it was advised that we proceed with **Request for Sealed Quotes (RFSQ)** and not Request for Sealed Bids (RFB), due to under the statutory limits.

Please advise if this agreement is good to go.

Respectfully,

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...😊

From: "Steve Crain" <scrain@atlashall.com>**To:** "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>**Sent:** Thursday, May 26, 2016 12:58:09 PM**Subject:** RE: Review & Approve as to form-Contract# C-16-174-06-07-National Medical Service Inc-HCSO(DNA Testing Svcs)

My concern is whether this contract will exceed the statutory bid limits.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]**Sent:** Thursday, May 26, 2016 11:48 AM**To:** Steve Crain <scrain@atlashall.com>**Cc:** Marynel Trevino <mntrevino@atlashall.com>; Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>; Martha Salazar <martha.salazar@co.hidalgo.tx.us>; Elena Gomez <elena.gomez@co.hidalgo.tx.us>**Subject:** Review & Approve as to form-Contract# C-16-174-06-07-National Medical Service Inc-HCSO(DNA Testing Svcs)

Good morning, Mr. Crain-

Please review and approve as to form agreement # **C-16-174-06-07** (attached hereto) with **National Medical Service, Inc.** for the purpose of: **DNA Testing Services** for the **Hidalgo County Sheriff's Office.**

*****Note: will be placing on the next CC agenda for final approval.***

Please advise.

Respectfully,

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...😊



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THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-16-174-06-07

THIS CONTRACT is made and entered into this 7th day of **JUNE, 2016** by and between the **County of Hidalgo, Texas** ("County") and **National Medical Services, Inc.** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Quotes (RFSQ) for: "**DNA TESTING SERVICES**" (**on an as needed basis**) (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office**.

Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **JUNE 7, 2016** and expiring on **JUNE 6, 2017** and County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with

the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

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

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

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

If to Company: **National Medical Services, Inc.**
Attn: Pierre G. Cassigneul
3701 Welsh Road
Willow Grove, PA 19090

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

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

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

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

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Contract 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 representation or agreement in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _____ day of _____, 2016.

Approved by Commissioner's Court: _____, 2016.

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

COMPANY:
NATIONAL MEDICAL SERVICES, INC.

By: _____

Printed Name: Pierre G. Cassigneul

Title: President/CEO

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET



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

April 14, 2016

Participant's name

Address

City

State, Zip Code

Re: Hidalgo County Sheriff's Office

Request for Sealed Quote-"DNA Testing Lab Services"

RFSQ No: 2016-174-04-27-SMA

Dear Prospective Bidders:

Enclosed please find a Request for Sealed Quote (RFSQ) packet for your review and consideration.

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

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

Sincerely,

Sandra Montalvo

Hidalgo County Purchasing, Buyer II

Enclosures



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

REQUEST FOR SEALED QUOTE (RFSQ)

Hidalgo County Sheriff's Office

"DNA Testing Lab Services"

Bid No: 2016-174-04-27-SMA"

Table of Contents

Item	Description	No. of Pages
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2.	Request for Sealed Quote, Legal Notice	8
3.	Exhibit "A"- Specifications/Requirements	3
4.	Exhibit "B" -Sealed Quote Page	3
5.	Exhibit "C" -Insurance Requirements	4
6.	Exhibit "D"- CIQ Conflict of Interest Questionnaire	2
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Service Contract	9

The above-mentioned items shall be found in the Request for Sealed Quote (RFSQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Sandra Montalvo, Buyer II

April 14, 2016

Date

RFSQ No: 2016-174-04-27-SMA

Buyer: Sandra Montalvo

Tel. No: (956) 318-2626

REQUEST FOR SEALED QUOTES (RFSQ)

HIDALGO COUNTY SHERIFF'S OFFICE

“DNA Testing Lab Services”

RFSQ No: 2016-174-04-27-SMA

RFSQ OPENING DATE: April 27, 2016 @ 11:00 a.m.

Contact Person:

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



Form HCPD-03

- 1) Sealed Quotes will be received for *Hidalgo County Sheriff's Office-“DNA Testing Lab Services”* in accordance with the specifications attached as Exhibit "A" hereto. Sealed Quotes should address all specifications set forth. Participants may suggest substitutions of features, which they feel, would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall quote.
- 2) **One (1) original and Three (3) copies** of all Sealed Quotes are required with the participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: *RFSQ No.:2016-174-04-27-SMA-Hidalgo County Sheriff's Office-“DNA Testing Lab Services”* and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, on or **before 11:00 a.m., WEDNESDAY, April 13, 2016.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR *RFSQ NO.:2016-174-04-27-SMA-Hidalgo County Sheriff's Office-“DNA Testing Lab Services”*.

Hidalgo County reserves the right to refuse and reject any/all RFSQ and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B) . reject any or all sealed quotes submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C). Award the RFSQ to one participant or to multiple participants if the County determines it is in its best interest to do so.”
- 4) The participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible participant or to reject all sealed quotes and re-advertise.
- 5) **For work to be performed at a County owned or operated location, each participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.**
- 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, participant are required to include illustrations, specifications, explanation of warranties, and service data with their sealed quote including catalogue numbers and any necessary references.
- 7) No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open sealed quotes.
- 8) Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

- 9) Any interpretations, amendments, corrections or changes to this RFSQ 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 Sealed Quotes. Participant shall acknowledge receipt of all addenda as a part of their RFSQ.
- 10) County reserves the right to accept or reject any or all sealed quotes.
- 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 sealed quote 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 FOR ANY GOODS AND SERVICES:

- 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 participant
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation-**Hidalgo County Sheriff's Office-"DNA Testing Lab Services"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Road

Edinburg Texas 78539
ATTN.: Eddie Guerra
(956) 383-8114

17) SCHEDULE OF EVENTS:

Sealed Quotes Opening, 11:00 AM	<u>April 27, 2016</u>
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, 2016

18) SEALED QUOTES OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):

- ~~• If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all participants shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~
- ~~• Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~• If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~• If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~• For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19) ETHICAL STANDARDS:

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

contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

20) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, 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-1](#), 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.

Completed Form CIQ must be submitted 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 PARTICIPANT. (WHEN APPLICABLE BY STATUTE). QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFSQ packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No., as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed in the presence of a notary, and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandra.montalvo@co.hidalgo.tx.us, Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

- 22) If, during the life of any contract or RFSQ awarded, the successful participant'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.
- 23) RFSQ and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
- 24) Minimum Standards For Responsible Prospective Participant: A prospective participant must affirmatively demonstrate participants responsibility. A prospective participant, by submitting a Sealed Quotes, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
 - 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.
- 25) Successful participant 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 participant 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.
- 26) Any contract award to a successful participant's 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.
- 27) 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 participant; County reserves the right to terminate any contract immediately in the event a successful participant fails to:
- a) Meet schedules;
 - b) Pay any required fees or taxes; or
 - c) Otherwise perform in accordance with the specifications.
- 28) Successful participant 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 participant, or of any agent, employee, subcontractor or supplier of successful participant in the execution of, or performance under, any contract which may result from RFSQ 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 participant 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 participant'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 participant.

- 29) Successful participant 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 Sealed Quotes shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant 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.
- 30) 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.
- 31) The successful participant 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.

**RFSQ
For
HIDALGO COUNTY SHERIFF'S OFFICE
"DNA Testing Lab Services"**

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its Sealed Quotes, 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.

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

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

Respectfully submitted,

Participant: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"DNA TESTING LAB SERVICES"
RFSQ No: 2016-174-04-27-SMA

SCOPE

Hidalgo County Sheriff's Office is requesting sealed quotes for ***"DNA TESTING LAB SERVICES"*** but in no event to exceed the \$50,000.00 statutory bid limit including, but not limited to the following for such, services on an **"As Needed Basis"**.

SERVICE LOCATION:

711 El Cibolo Road, Edinburg, Texas 78542.

Vendor's Minimum Qualifications:

Interested and qualified vendors that meet the minimum qualifications stated below are invited to submit sealed quote response for DNA extraction from biological fluids (blood, semen, hair, cellular material and as well as bone, teeth, muscular tissue, etc).

- 1) Vendor must have a DNA Testing Laboratory that is accredited by the American Society of Crime Laboratory Director's-Laboratory Accreditation Board (ASCLD/LAB). This must be demonstrated by the submission of a copy of the most current valid accreditation documentation.
- 2) Vendor must have a DNA Testing Laboratory that complies with the standard for quality assurance program for DNA analysis, issued by Forensic Quality Services International (FQS-I). This must be demonstrated by the submission of its most recent external audit documentation.
- 3) Vendor must have accreditation by the Director of the Texas Department of Public Safety (DPS). This must be demonstrated by the submission of a copy of the most current valid accreditation documentation.
- 4) Vendor must have at least a three (3) year history of successful past performance in forensic criminal DNA testing in a DNA Testing Laboratory. Vendor must provide documented experience with mixed stain casework analysis and batch casework.
- 5) Vendor's DNA Testing Laboratory is required to have the capability to perform STR, Y-STR, Minifiler, and Mitochondrial DNA testing.
- 6) Vendor must have a DNA Testing Laboratory that can conduct DNA extraction from biological fluids (blood, semen, hair, cellular material and as well as bone, teeth, muscular tissue).
- 7) Vendor must have a DNA Testing Laboratory that can conduct Paternity Testing and Sexual Assault Testing.
- 8) Vendor must have a DNA Testing Laboratory that can conduct a comparison of DNA profile from a known source to DNA profile from an unknown source.
- 9) Vendor shall provide Expert Witness Testimony and Consultations of DNA testing on casework.

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"DNA TESTING LAB SERVICES"
RFSQ No: 2016-174-04-27-SMA

- 10) Vendor must have three (3) references, each reference from a different law enforcement agencies or government crime laboratories that can attest to the criteria stated.
 - a) Company
 - b) Contact Person
 - c) Phone Number
 - d) Worked Preformed
 - e) Contract Term
- 11) Vendor must provide a turn around time, complete DNA analysis, within 21-28 business days.
- 12) Vendor must have a representative within the State of Texas to maintain a chain of custody.

TERMS & CONDITION:

- 1) The initial contract term for this project will be for one (1) year with the County's option to extend 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.
- 2) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
- 3) Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.
- 4) After bid is awarded and successful awarded vendor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
- 5) Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.
- 6) Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
- 7) Hidalgo County reserves the right to award the bid to **MULTIPLE** bidders if the County determines it is in its best interest to do so.
- 8) Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit-A, Insurance Requirements).

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"DNA TESTING LAB SERVICES"
RFSQ No: 2016-174-04-27-SMA

- 9) Hidalgo County reserves the right to reject any/all sealed quote, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
- 10) Hidalgo County reserves the right to hold sealed quotes for a period of ninety (90) days without taking any action.
- 11) Successful vendor will indemnify and hold harmless the County, and its officers, Officials, and employees, agents and attorneys for any/ and or all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
- 12) County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

ADDITIONAL INFORMATION:

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

RFSQ QUESTIONS:

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO sandra.montalvo@co.hidalgo.tx.us and leticia.saenz@co.hidalgo.tx.us BY NO LATER THAN, **WEDNESDAY, April 20, 2016 AT 5:00 P.M. AND RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN **FRIDAY, April 22, 2016 AT 5:00 P.M.****

EXHIBIT "B"
Sealed Quote Page
Hidalgo County Sheriff's Office
"DNA Testing Lab Services"
RFSQ No: 2016-174-04-27-SMA

NIGP Commodity Code: 961-48-16 Lab & Field Testing Svc. Lab Analysis for DNA

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

DNA Analysis Time within 21-28 Business Days				Y_____ N_____
TYPE OF TEST				
BIOLOGICAL FLUIDS	STR	Y-STR	MINIFILER	MITOCHONDRIAL analysis time within 60 days
Blood				
Semen				
Hair				
Cellular Materials				
Bone				
Teeth				
Muscular Tissue				
Paternity Testing				
Sexual Assault Testing				
DNA Profile From Known Source To Unknown Source				

EXHIBIT "B"
Sealed Quote Page
Hidalgo County Sheriff's Office
"DNA Testing Lab Services"
RFSQ No: 2016-174-04-27-SMA

NIGP Commodity Code: 961-48-16 Lab & Field Testing Svc. Lab Analysis for DNA

1) REFERENCES INFORMATION

COMPANY NAME:

ADDRESS:

PHONE NO'S:

E-MAIL ADDRESS:

WORKED PERFORMED:

CONTRACT TERM

2) REFERENCES INFORMATION

COMPANY NAME:

ADDRESS:

PHONE NO'S:

E-MAIL ADDRESS:

WORKED PERFORMED:

CONTRACT TERM

3) REFERENCES INFORMATION

COMPANY NAME:

ADDRESS:

PHONE NO'S:

E-MAIL ADDRESS:

WORKED PERFORMED:

CONTRACT TERM

4) REFERENCES INFORMATION (OPTIONAL)

COMPANY NAME:

ADDRESS:

PHONE NO'S:

E-MAIL ADDRESS:

WORKED PERFORMED:

CONTRACT TERM

EXHIBIT "B"
Sealed Quote Page
Hidalgo County Sheriff's Office
"DNA Testing Lab Services"
RFSQ No: 2016-174-04-27-SMA

NIGP Commodity Code: 961-48-16 Lab & Field Testing Svc. Lab Analysis for DNA

BIDDER'S INFORMATION:

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

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE & FAX NO'S:

CELLULAR NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE

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

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

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

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).

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

Revised 03/11/11

EXHIBIT "C"

Insurance Requirements

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

EXHIBIT "C"
Insurance Requirements
Acknowledgment

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

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

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

Authorized Representative

Date

NOTICE TO BIDDER:

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

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

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "C"
Insurance Requirements
PROJECT REQUIREMENTS
ACKNOWLEDGMENT

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

1. Licenses: _____.
2. Bond (if applicable) _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

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

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

Authorized Signature

Date

Company

Address

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

Complete in print or type. Please return this application to the
Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ()	
dba Name:		
Legal Name:		
Mailing Address :	Fax No. ()	
Physical Address:		
City, State, Zip	Tax I.D. No.	
Remit to Address :	City, State, Zip	
E-Mail Address:		
Representative(s) Name(s) & Title(s)		
Type of Organization (check one):	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify	
State Identification No. _____	(Please attached completed W-9 form with this application)	
Federal Identification No. or (if individual) SS No.		
State of Incorporation: _____	Date: _____ Other: _____	
Type of Business (check one):	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify	
<u>Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:</u>		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)		
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Indicate Certification No.(s): _____	or are Certificate(s) attached?:	<input type="checkbox"/> Yes <input type="checkbox"/> No
What type of product(s) is/are solicited by your company?:		
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____		

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: () _____

Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

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

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

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

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

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

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

**Certification
Regarding Debarment, Suspension and Ineligibility**

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

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

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

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

EXHIBIT "B"
VENDOR'S SEALED QUOTE

EXHIBIT "B"
Sealed Quote Page
Hidalgo County Sheriff's Office
"DNA Testing Lab Services"
RFSQ No: 2016-174-04-27-SMA

OPENED
9:57 4-27-16

NIGP Commodity Code: 961-48-16 Lab & Field Testing Svc. Lab Analysis for DNA

Witnessed

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

[Signature]

DNA Analysis Time within 21-28 Business Days *				Y <u> </u> X <u> </u> N <u> </u>
TYPE OF TEST				
BIOLOGICAL FLUIDS	STR	Y-STR	MINIFILER	MITOCHONDRIAL analysis time within 60 days
Blood	\$600	\$600	\$1,000	\$2,646 unknown sample \$1,595 reference sample
Semen	\$600	\$600	\$1,000	\$2,646 unknown sample \$1,595 reference sample
Hair	\$600	\$600	\$1,000	\$2,646 unknown sample \$1,595 reference sample
Cellular Materials	\$600	\$600	\$1,000	\$2,646 unknown sample \$1,595 reference sample
Bone	\$600	\$600	\$1,000	\$2,646 unknown sample \$1,595 reference sample
Teeth	\$600	\$600	\$1,000	\$2,646 unknown sample \$1,595 reference sample
Muscular Tissue	\$600	\$600	\$1,000	\$2,646 unknown sample \$1,595 reference sample
Paternity Testing	\$1,200	\$1,200	\$1,600	\$2,646 unknown sample \$1,595 reference sample
Sexual Assault Testing	\$1,415**	\$1,415**	N/A***	N/A**
DNA Profile From Known Source To Unknown Source	\$1,200	\$1,200	\$1,600	\$2,646 unknown sample \$1,595 reference sample

*NMS Labs turnaround time for routine DNA cases is within 21-28 business days. Large backlog submissions or cases with large numbers of sample submissions requiring time for consultation with client, may require additional time.

**Sexual assault price includes the serology work for processing one sexual assault kit containing up to 5 pieces of evidence and the STR or Y-STR of analysis of 2 samples.

***Mini-filer and Mitochondrial chemistries would not be necessary to complete sexual assault analysis.

All other testing will be billed at the 2016 NMS Labs Crime Lab fee schedule, please see Appendix A.

As per specification 9, expert testimony will be provided on all cases requiring support and be billed at the NMS Labs Expert Services fee schedule, please see Appendix B.

Pre-paid FedEx air-bills will be provided to facilitate all samples to NMS Labs via overnight delivery. Samples will be stored at NMS Labs for 6 weeks upon completion and then returned to the Hidalgo County Sheriff's Office at no charge.

EXHIBIT "B"
Sealed Quote Page
Hidalgo County Sheriff's Office
"DNA Testing Lab Services"
RFSQ No: 2016-174-04-27-SMA

NIGP Commodity Code: 961-48-16 Lab & Field Testing Svc. Lab Analysis for DNA

1) REFERENCES INFORMATION

COMPANY NAME: Montgomery County Office of the District Attorney

ADDRESS: 400 Swede Street, Norristown, PA 19404

PHONE NO'S: 610-278-3090

E-MAIL ADDRESS: ksteele@mail.montcopa.org

WORKED PERFORMED: Analysis of various evidence types for presence of human cellular material to develop DNA profiles. DNA casework performed for the 50 police departments in Montgomery County, PA. Type of Testing: DNA Full Profile and Differentials, Y-STR, Sexual Assault Evidence Collection. Number of cases: 60-100 cases estimated per year since 2010 for homicides, sexual assault, and property crimes.

CONTRACT TERM Period of Service: 14 years

2) REFERENCES INFORMATION

COMPANY NAME: York County Office of the District Attorney

ADDRESS: 45 North George Street, 3rd Floor, York, PA 17401

PHONE NO'S: Doug Demangone, Asst Chief County Detective: 717-577-8307

E-MAIL ADDRESS: dmdemangone@yorkcountypa.gov

WORKED PERFORMED: Performed Forensic Casework including DNA and Serology analysis since 2004. NMS Labs performs DNA casework requiring expedited analysis and a direct consultative approach for the DA's Office and 20 police departments in York County, PA .

CONTRACT TERM Annual volume of 3-5 cases since 2010. Type of Testing: DNA Full Profile, Y-STR, Sexual Assault Evidence Collection Kits, Blood & Semen Identification. Period of Service: 9 years

3) REFERENCES INFORMATION

COMPANY NAME: Bucks County District Attorney's Office

ADDRESS: 55 E. Court Street, Doylestown, PA 18901

PHONE NO'S: Matthew Weintraub, Chief Deputy District Attorney: 215-340-8159

E-MAIL ADDRESS:

WORKED PERFORMED: Performed analysis of various evidence types for presence of human cellular material to develop DNA profiles. Annual volume of 5-10 cases. Type of Testing: Serology, touch DNA analysis, and DNA Full Profile on Sexual Assault Cases and Homicide Investigations. NMS Labs has performed DNA casework for police departments & the Bucks County DA's Office. The DA's

CONTRACT TERM Office uses NMS Labs as a reference laboratory when the case investigation warrants services beyond the current capacity of the state governmental laboratory system. Period of Service: 5+ years.

4) REFERENCES INFORMATION (OPTIONAL)

COMPANY NAME: Pasadena Police Department

ADDRESS: 923 Shaw, Pasadean Texas. 77506

PHONE NO'S: Lt. Kevin Wingerson: 713-475-7886

E-MAIL ADDRESS: kwingerson@ci.pasadena.tx.us.

WORKED PERFORMED: Analysis of various evidence types for presence of human cellular material to develop DNA profiles. Number of Cases: approximately 30 samples. Type of Testing Performed: Serology, touch DNA analysis, Blood

CONTRACT TERM identification, and DNA Full Profile on cold cases including sexual assault and property crime. Period of Service: 2 years.

EXHIBIT "B"
Sealed Quote Page
Hidalgo County Sheriff's Office
"DNA Testing Lab Services"
RFSQ No: 2016-174-04-27-SMA

NIGP Commodity Code: 961-48-16 Lab & Field Testing Svc. Lab Analysis for DNA

BIDDER'S INFORMATION:

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

BIDDER/COMPANY NAME: National Medical Services, Inc.

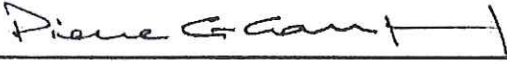
ADDRESS: 3701 Welsh Road

CITY/STATE/ZIP CODE: Willow Grove, PA 19090

PHONE & FAX NO'S: Tel: 215-657-4900 Fax: 215-657-2972

CELLULAR NO: 215-657-4900

E-MAIL ADDRESS: nms@nmslabs.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Pierre G. Cassigneul

TITLE: President & CEO

EXHIBIT "C"
INSURANCE REQUIREMENTS

