



December 8, 2016

E-17-023-12-13

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

MAO Westwood Pharmacy, Incorporated
d/b/a **Westwood Pharmacy**
Attn: Hunter Hoggatt, Vice President
c/o Ms. Sarah Haislip, Bus. Dev./Client Relations
5823 Patterson Avenue
Richmond, VA 23226
P (804) 288-1933 C (804) 519-3383

via email: hunter.hoggatt@westwoodpharmacy.com
via email: sarahann@westwoodpharmacy.com
Term: January 17, 2017 – January 16, 2018

Extension/Renewal & HB 1295 Form Notice

Re: Extension/Renewal to Contract No. E-16-039-01-05 (C-13-145-01-14) - (Legend & Non-Legend Pharmaceuticals (on an as needed basis) for Hidalgo County Sheriff's Office

Dear Mr. Hoggatt:

Be advised, that in order to proceed with the County's option to extend/renew for the **Second (2nd) & FINAL** year of the additional two (2) one (1) year periods (under the same rates, terms and conditions) with **MAO Westwood Pharmacy, Incorporated** for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §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. In accordance with these requirements for the type of contract being considered, a 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.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-17-023-00-00**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **[Renewal/Extension]** for referenced project by **Commissioners Court**, the signed and notarized **"HB Form 1295"** with **"Extension Notice"** must be received in our office completed via fax to (956) 292-7612 or via email to: Leticia.saenz@co.hidalgo.tx.us **by no later than Friday, December 9, 2016**. 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.

In, addition, please include your **"Updated Certificate of Insurance"** with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: leticia.saenz@co.hidalgo.tx.us by no later than date reflected above.

By: _____
Hunter Hoggatt, Vice President

Date: _____

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/lhs

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-146137

Date Filed:
12/14/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Westwood Pharmacy
Richmond, VA United States

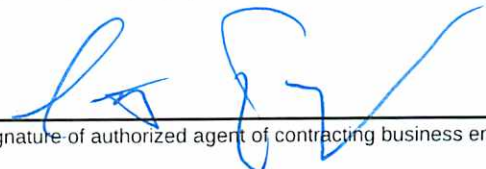
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Sheriff's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
E-17-023-00-00
Pharmaceuticals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

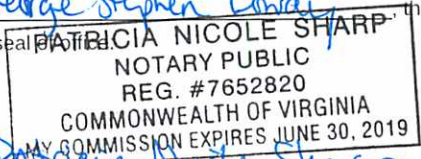
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said George Stephen Dandy this the 14th day of December 2016, to certify which, witness my hand and seal.





Signature of officer administering oath

Patricia Nicole Sharp
Printed name of officer administering oath

Notary
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Westwood Pharmacy
 Richmond, VA United States

Certificate Number:
 2016-146137

Date Filed:
 12/14/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Hidalgo County Sheriff's Office

Date Acknowledged:
 12/14/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 E-17-023-00-00
 Pharmaceuticals

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



WESTPHA-01

MARAP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/23/2015

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER (Morgan-Marow Company), CONTACT NAME (Mara S. Powell), INSURER(S) AFFORDING COVERAGE (Ohio Security Insurance Company, Ohio Casualty Insurance Company, Employers Preferred Insurance Company).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Table with CERTIFICATE HOLDER (Hidalgo County Purchasing Department) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).

SPECIAL MEETING - December 13, 2016

BE IT REMEMBERED, that on this 13th day of December A.D., 2016, there was begun and held a **SPECIAL MEETING** of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

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



AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
December 13, 2016
9:30 A.M.

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

NOTICE TO THE PUBLIC
CONSENT AGENDA

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

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval for the exception of Item.11.B.3. to be further discuss.

Vote: 5 - 0 - Unanimously

1. **AI-57786 Approval of check register and payment of claims and bills -**
(Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Check Fraud Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)
2. **Auditor's Office:**
 - A. **AI-57788** Presentation of Fund Information Report
3. **2016 Intradepartmental transfers:**
 - A. **AI-57782** 2016 - Executive Office (1100)
 - B. **AI-57760** 2016 - Sheriff's Office (1100)
 - C. **AI-57761** 2016 - Tax Office (1100)
 - D. **AI-57753** 2016 - I. T. Department (1100)
 - E. **AI-57741** 2016 - Pct. 1 Parks (1100)

- B. **AI-57659** Approval of Monthly Special Services Report: November
- C. **AI-57658** Approval of Monthly Texas Department of Agriculture Meals/Snacks Report: November
- D. **AI-57657** Approval of Monthly Children’s Applications Report for Program Year 2016-2017

10. Budget & Management:

- A. **AI-57754** Approval of medical coverage effective date correction as per revised report received from ETC for the employees listed below previously approved on CC 11/15/16 AI-57271.
 - 1. E#211060 effective 11/1/16
 - 2. E#212300 effective 2/1/17

- B. **AI-57639** 1. Approval of reimbursement in the amount of \$765,113.13 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 11/19/16 to 12/02/16.

11/19-25/16	\$296,863.71
11/26-30/16	\$221,737.92
12/01-02/16	\$246,511.50
TOTAL	\$765,113.13

- 2. Approval of wire transfer to cover claims paid.

C. Interfund transfers:

- 1. **AI-57772** Pct. 1 Rd. Maint (1200):
Approval of 2016 interfund transfer from Co. Wide Adm.-Contingency (1100) to Pct. 1 Rd. Maint (1200) in the amount of \$145,000.00 to fund general supplies & gasoline year-end expenses.
- 2. **AI-57713** TXDOT-Pct 1 (1315):
Approval of 2016 interfund transfer from CO2016-Pct 1 (1350) to various TXDOT-Pct 1 projects (1315) in the amount of \$22,743.00 to fund recent Change Order #5 for the Mile 2 West Project and Advance Funding Agreement (AFA) for the Charles Green (CR342) Bridge Rehabilitation Project.

11.

Purchasing Dept:

Notes:

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

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING

PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. AI-57779 Acceptance and approval of Supplemental Agreement No. 2 to *increase the "term" expiring, December 9, 2018* for agreement #C-13-336-12-10 with and as submitted by L&G ENGINEERING for ongoing project: (FM 1925) from FM 907 (Alamo Rd) East to East of SH 68 (Uresti Street) within Hidalgo County Precinct No. 4.

B. AI-57728 1. Authority to exercise the Sixth (6th) Year of the additional nine (9) one (1) year option to extend/renew under the current lease agreement #E-16-037-01-05 (C-11-026-03-21) with O.E. INVESTMENTS, LTD. - "LEASE OF TOWER SPACE" for the Sheriff's Office,(under the same rates, terms and conditions), effective, 03/01/17.
2. Authority to exercise the Second (2nd) Year of the additional three (3) one (1) year option to extend/renew under the current agreement #E-16-038-01-05 (C-14-001-02-11) with SOUTH TEXAS COMMUNICATIONS, INC. for the "Repairs, Installation and Removal of Communications Radio and Tower Miscellaneous Equipment (on an as needed basis)" for the Sheriff's Office, (under the same rates, terms and conditions), effective, 03/01/17.

APPROVED

3. Requesting authority to exercise the second (2nd) year of the additional two (2) one (1) year option to extend/renew under the current contract #E-16-039-01-05 with MAO WESTWOOD PHARMACY d/b/a WESTWOOD PHARMACY for:"LEGEND and NON-LEGEND PHARMACEUTICALS"(on as needed basis) for the Sheriff's Office, (under the same rates, terms and conditions), effective 01/17/17.

Mr. Guerra informed that the form 1295 was not attached with regards to Item.11.B.3. Therefore, the auditor's office couldn't determine compliance. Guerra requested for the court to take action subject to compliance of form 1295.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval subject to compliance of form 1295.

Vote: 5 - 0 - Unanimously

Guerra stated that this is in compliance with Sec. 2252.908 of gov. code.

C. AI-57724 Acceptance and approval of Request for Payment-Application No. 1 in the amount of \$26,876.70 Herrcon, LLC, awarded contractor for the Autopsy Facility Space Pressure Control, and as certified for payment by project engineer, Half Associates, Inc.

REQUIREMENTS AGREEMENT
C-13-145-01-14

THIS AGREEMENT (the "Agreement") is entered into effective as of the **14th** day of **January, 2014** by and between **MAO Westwood Pharmacy, Incorporated** d/b/a **Westwood Pharmacy** ("Seller") and **Hidalgo County, Texas** ("Buyer").

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

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

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

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

TERM 1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, the Product listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Buyer's projects for a **period of a two (2) years with the Buyer's option to extend for an additional two (2) one (1) year terms under the same rates, terms and conditions.** Buyer also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. **The initial term of this Contract shall commence on January 17, 2014 and expire on January 16, 2016,** and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

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

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

4. General Provisions.

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

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

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

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

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

If to Buyer:

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

If to Seller:

MAO Westwood Pharmacy, Incorporated
d/b/a **Westwood Pharmacy**
Attn: Hunter Hoggatt, Vice President
5823 Patterson Avenue
Richmond, VA 23226

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

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

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

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

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

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

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

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

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

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

Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

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

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

Approved by Commissioner's Court: January 14, 2014.

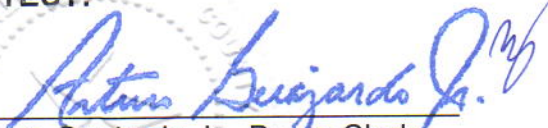
APPROVED AS TO FORM:
Atlas & Hall, LLP

By: 
Stephen L. Crain, Attorney

BUYER:
COUNTY OF HIDALGO

By: 
Ramon Garcia, Buyer Judge

ATTEST:


Arturo Guajardo Jr., Buyer Clerk

Approved by Commissioners' Court
on 1/14/14 RD

SELLER:
MAO Westwood Pharmacy, Incorporated
d/b/a Westwood Pharmacy


By: 
Printed Name: Hunter Hoggatt
Title: Vice President

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



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

December 09, 2013

Participant's name

Address

City

State, Zip Code

Re: Hidalgo County Sheriff's Office
Request for Bids -Legend and Non-Legend Pharmaceuticals
Bid No: 2013-145-12-27-SMA

Dear Prospective Bidders:

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

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

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

Sincerely,

**Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent**

MLS/sma
Enclosures



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

REQUEST FOR BIDS (RFB)

Hidalgo County Sheriff's Office
"Legend & Non-Legend Pharmaceuticals"

RFB NO: 2013-145-12-27-SMA

Table of Contents

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit "A" Specifications	5
4.	Exhibit "B" Bid Page	11
5.	Exhibit "C" Insurance Requirements	4
6.	Exhibit "D" CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirement Agreement	8

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

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

December 09, 2013

Date

Bid No: 2013-145-12-27-SMA

Buyer: Sandra Montalvo

Tel. No: (956) 318-2626 ext 4865

REQUEST FOR BIDS

Hidalgo County Sheriff's Office

“Legend & Non-Legend Pharmaceuticals

BID OPENING DATE: December 27, 2013 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department

Physical Address: 2802 S. Business Hwy. 281 -New Administration Building

Mailing/Postal Address: 2812 S. Business Hwy. 281

Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for "**HIDALGO COUNTY SHERIFF'S OFFICE-*Legend & Non-Legend Pharmaceuticals***" in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and three (3) copies** of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: "**RFB No. 2013-145-12-27-SMA-HIDALGO COUNTY SHERIFF'S OFFICE-*Legend & Non-Legend Pharmaceuticals***" and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM WEDNESDAY, DECEMBER 27, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB No.-2013-145-12-27-SMA-HIDALGO COUNTY SHERIFF'S OFFICE- *Legend & Non-Legend Pharmaceuticals* ".

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service

data with their bid including catalogue numbers and any necessary references.

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

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order and Contract Number (if any)
 - d) Notation-"**HIDALGO COUNTY SHERIFF'S OFFICE-*Legend & Non-Legend Pharmaceuticals*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
 2808 S. Bus. Hwy. 281
 Edinburg, Texas 78539
 (956) 318-2511
 Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	<u>DECEMBER 27, 2013</u>
Award of Contract	<u>2013</u>
Commence Work or Deliver Products	<u>2013</u>

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

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

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

20. **DISCLOSURE OF CONFLICT OF INTEREST**

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

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

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

of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"Legend & Non-Legend Pharmaceuticals"

To: Martha L. Salazar, CPPB, Purchasing Agent
 Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
 Mailing/Postal Address: 2812 S. Business Hwy. 281
 Edinburg, Texas 78539

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

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

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

Respectfully submitted,

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

EXHIBIT “A”
Specifications/Requirements
Hidalgo County Sheriff’s Office
“Legend and Non-Legend Pharmaceuticals”
Bid No: 2013-145-12-27-SMA

SCOPE OF SERVICES:

- 1) Hidalgo County is requesting bids from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide Pharmaceutical Services & Infirmary Medical Supplies to: provide legend (prescription medications) and non-legend (over-the-counter) pharmaceuticals in a timely fashion; ensure that pharmaceutical services meet the county and state jail standards; ensure quality, yet cost effective, medications delivery system; maintain adequate records on medications ordered as well as patient profiles; and audit pharmaceutical delivery system on an **“AS NEEDED BASIS ONLY”**, for Hidalgo County Sheriff’s Office-Adult Detention Center (Jail Infirmary) Ordering and delivery will involve approximately one (1) location, located at 711 El Cibolo Road, Edinburg, Texas 78542.
- 2) There will be a prescription issued either by telephone or in writing by the attending physician for any and all *legend (prescribed) and or Non-legend items (non-prescribed)* items in accordance with the Texas Pharmacy Act and related regulations
- 3) ***Legend items (prescribed)*** will be ordered on an **“AS NEEDED BASIS”** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations.
- 4) ***Non-legend items (non-prescribed)*** will be ordered on an **“AS NEEDED BASIS”** only. Bid information will be furnished to Hidalgo County Sheriff’s Office-Adult Detention Center (Jail Infirmary). Vendors will offer Hidalgo County Sheriff’s Office-Adult Detention Center Non-Legend Pharmaceuticals at a rate of COST plus a dispensing fee per prescription.
- 5) Vendor agrees that to the extent an item is unavailable from its own inventory; Vendor will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff’s Office-Adult Detention Center (Jail Infirmary) for the bid price.
- 6) Vendor(s) may submit a bid for **ITEM 1 ONLY**, for **ITEM 2 ONLY**, or for **both items**.

ITEM No. 1
Legend items (prescribed)

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

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

- c) The Hidalgo County Sheriff’s Office-Adult Detention Center (Jail Infirmary) is including the Unit Dose System as part of the contract. The unit dose system is designed with security in mind. It has an anti- pilferage that keeps secure and is in compliance with state regulations
 - The Unit Dose System consists of pill cards and by quantity “non individual dose”. Each medication is individually heat-sealed in ***“blister pack medication cards.”***

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2013-145-12-27-SMA

- Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.
 - Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards. (Sample: Universal Card Size is 5¼" wide x 8½" high).
- d) The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

ITEM No. 2

Non-legend items (non-prescribed)

- a) Vendor will supply Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs for the contract period. Non-prescription items will be ordered approximately every month on a one-time per month basis.
- b) Vendor will provide non-legend drugs to the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) at cost plus a dispensing fee per prescription on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

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

The prescribed and non-prescribed items are listed on refer to Exhibit ***B-Bid Page***. This list should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Adult Detention Center (Jail Infirmary).

REQUIREMENTS:

- 1) Vendor must be license in the State of Texas comply with all State and Federal Laws.
- 2) Vendor is required to have at least one local pharmacy located in Hidalgo County for emergency purpose only.
- 3) Vendor must have at 24 hours Pharmacist Services assistance.
- 4) Prices must include all Pharmacists' services including all delivery fees.
- 5) Vendor will provide stock bottles (upon request) when ordered.
- 6) Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.
- 7) Vendor will provide delivery of **antibiotics ordered within six (6) to eight (8) hours time frame**. All legend (prescribed) items will be ordered and delivered by vendors during regular business hours only, unless items are of emergency, therefore, item (s) must be delivered **within a six(6) to eight(8) hour time frame**.

EXHIBIT "A"

Specifications/Requirements
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2013-145-12-27-SMA

- 8) Vendors representative must be available to respond to all calls from Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.
- 9) Vendors must provide point of contact, telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.
- 10) The awarded vendor must provide a Medical Administration Record Report for any Pharmaceuticals/medications ordered by physician to the Infirmary Nurse for the Department's Records.
- 11) **ADDITIONS/DELETIONS:**
The County reserves the right to add and/or delete products/medications and/or services provided under same term and conditions of this Contract.
- 12) **INVOICING**
Itemized invoices shall accompany all items purchased by the HCSO. All invoices shall include the following:
- Hidalgo County Sheriff's Office PURCHASE ORDER and CONTRACT NUMBER
 - First and last name of employee who placed the order
 - inmate name, DOB, inmate number
 - Quantity ordered
 - brand or generic
 - Quantity shipped/backordered
 - Date ordered and date delivered
 - Description and product number for each line item
 - Unit price
 - Extended dollar amount
 - Invoice total
- 13) **TERMS & CONDITION:**
- 1) Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms under the same rates, terms and conditions.
 - 2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
 - 3) Hidalgo County reserves the right to seek purchases for "Legend and Non- Legend Pharmaceutical" from State Awarded contracts whenever it is in the County's best interest to do so.
 - 4) Award of contract shall be made to the most responsible, responsive Vendor, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.
 - 5) Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.
 - 6) Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2013-145-12-27-SMA

- 14) **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility.
- 1) **Requesting Price Adjustment:**
Upon written request of the Vendor to the Hidalgo County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all
 - Orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"Legend and Non-Legend Pharmaceuticals"
Bid No: 2013-145-12-27-SMA

- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

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

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN 5:00 P.M., DECEMBER 16 2013. Responses to said inquires will be send via email to all applicants by no later than, **5:00p.m., DECEMBER 18, 2013.**

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office "Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

***GENERIC MEDICATIONS PRICING PREFERRED.**

Does vendor offer 24 hours Pharmacist services assistance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does vendor have at least one local pharmacy located in Hidalgo County for emergency purpose only?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vendors will offer Hidalgo Co. Sheriff's Office –Adult Detention Center Non-Legend Pharmaceuticals at a rate of Cost plus a dispensing fee per prescription	\$ _____

MEDICATION DESCRIPTION		UNIT PRICE (per pill/tablet/vial)		TOTAL PRICE	
1.	ABILIFY - <i>BRAND NAME RX</i> ARIPIRAZOLE- <i>GENERIC</i>	5MG		5MG	
		10MG		10MG	
2.	ACETAMINOPHEN- 500 MG EXTRA-STRENGTH <i>OTC</i>				
3.	ACYCLOVIR 800MG <i>RX</i>				
4.	ALBUTEROL INHALER 90MCG <i>RX</i>				
5.	ALBUTEROL .083% NEBULIZER SOLUTION <i>RX (3ML)</i>				
6.	AMITRIPTYLINE 25MG <i>RX</i>				
7.	AMITRIPTYLINE 50MG <i>RX</i>				
8.	AMMONIA INHALANTS AMPULES <i>OTC</i>				
9.	AMOXICILLN 500 MG <i>RX</i>				
10.	APRODINE <i>RX</i>	60MG		60MG	
		2.5MG		2.5MG	
11.	ARTIFICIAL TEAR EYE SOLUTION				
12.	ATRIPLA <i>RX</i>				
13.	ATRIPTLA <i>RX</i>	200 MG		200 MG	
		300 MG		300 MG	
		600 MG		600 MG	
14.	TRIAMCINALONE 0.1 % <i>RX</i>				
15.	ATORVASTATIN 20 MG <i>RX</i>				
16.	ATORVASTATIN 40MG <i>RX</i>				
17.	ASA EC <i>OTC</i>	81 MG		81 MG	
		325 MG		325 MG	
18.	ASA EC 325MG <i>OTC</i>				
19.	ATENOLOL 50MG <i>RX</i>				
20.	AUGMENTIN XR 1000MG <i>RX</i>				
21.	AZITHROMYCIN 250MG <i>RX</i>				
22.	BENICAR 20MG				
23.	BENZOYL PEROXIDE LOTION (ACNE MEDICATION)				
24.	BENZTROPINE 1MG <i>RX</i>				

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

25.	BETADINE OINTMENT <i>OTC</i>				
26.	BISACODYL 5MG E.C. TABS <i>RX</i>				
27.	BUPROPION XL 150MG <i>RX</i>				
28.	BUSPIRONE 10MG <i>RX</i>				
29.	BUPROPION 75MG <i>RX</i>				
30.	CARBAMAZEPINE 200 MG <i>RX</i>				
31.	CATAPRESS 0.1MG -BRAND NAME CLONIDINE – GENERIC <i>RX</i>				
32.	CEFTRIAZONE INJECTION 500MG <i>RX</i>				
33.	CENTRUM <i>OTC</i>				
34.	CEPHALAXIN 500 MG <i>RX</i>				
35.	CHLORPHENIRAMINE MALEATE 4MG <i>RX</i>				
36.	CIMETIDINE 300MG <i>RX</i>				
37.	CIPROFLOXACIN 250MG <i>RX</i>				
	CITALOPRAM <i>RX</i>	20MG		20MG	
		40MG		40MG	
38.	CLINDAMYCIN 150MG <i>RX</i>				
39.	CLOTRIMAZOLE VAGINAL CREAM <i>OTC</i>				
40.	CORTISPORIN OPHT OINTMENT <i>RX</i>				
41.	CORTISPORIN OTIC SOLUTION <i>RX</i>				
42.	COLCRYS 0.6mg				
43.	VITAMIN C TABLETS <i>OTC</i>				
44.	CRESTOR 10 MG				
45.	CYCLOBENZAPRINE <i>RX</i>	5MG		5MG	
		10MG		10MG	
46.	CYMBALTA-BRAND NAME <i>RX</i> DULOXETINE-GENERIC	30 MG		30 MG	
		60MG		60MG	
47.	DOCUSATE SOFT GEL 100MG <i>OTC</i>				
48.	DE-LICER SHAMPOO				
49.	DEPAKOTE 500 MG <i>RX</i>				
50.	DEPAKOTE EC 500 MG <i>RX</i>				

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office "Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

51.	DICLOFENAC <i>RX</i>				
52.	DICYCLOMINE 20MG <i>RX</i>				
53.	DIOVAN <i>RX</i>	80 MG		80MG	
		180 MG		180MG	
		320 MG		320MG	
54.	DIPHENHRAMINE 25MG <i>OTC</i>				
55.	DIPHENHYDRAMINE 25mg INJECTION <i>RX</i>				
56.	DONEPEZIL 5MG <i>RX</i>				
57.	DOVONEX CREAM <i>RX</i>				
58.	DOXEPIN <i>RX</i>	50MG		50MG	
		100MG		100MG	
59.	DOXYCYCLINE 100MG <i>RX</i>				
60.	EAR WAX REMOVAL DROPS <i>OTC</i>				
61.	EFFEXOR 75MG -BRANDNAME VENLAFAXINE-GENERIC- <i>RX</i>				
62.	EFFEXOR XL -BRAND NAME VENLAFAXINE- GENERIC) <i>RX</i>	75MG		75MG	
		150MG		150MG	
63.	ENALAPRIL 5 MG <i>RX</i>				
64.	EPI PENS <i>RX</i>				
65.	EPZICOM	300MG		300MG	
		600MG		600MG	
66.	ERYTHROMYCIN 500 MG <i>RX</i>				
67.	FAMOTIDINE 20MG <i>RX</i>				
68.	FANAPT- BRAND NAME ILOPERIDONE-GENERIC <i>RX</i>				
69.	FERO SUL 325MG <i>RX</i>				
70.	FISH OIL 1000MG <i>RX</i>				
71.	FLOMAX 0.4MG (NAME BRAND) TAMSULOSIN (GENERIC) <i>RX</i>				
72.	FLUCONAZOLE 150MG <i>RX</i>				
73.	PROZAC(NAME BRAND FLUOXETINE (GENERIC) <i>RX</i>	20MG		20MG	
		40MG		40MG	
74.	FOLIC ACID 1MG <i>RX</i>				
75.	LASIX(NAME BRAND) FUROSEMIDE 20 MG (GENERIC) <i>RX</i>				

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office "Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

76.	GABAPENTIN <i>RX</i>	100 MG		100 MG	
		300 MG		300 MG	
		400 MG		400 MG	
77.	GEMFIBROZILE 300 MG / 600MG <i>RX</i>	300 MG		300 MG	
		600 MG		600 MG	
78.	GENTAMICIN OPTH SOLUTION				
79.	GEODON -(BRAND NAME) ZIPRASIDONE HCl-GENERIC) <i>RX</i>	20 MG		20 MG	
		40 MG		40 MG	
		60 MG		60 MG	
		80 MG		80 MG	
80.	GLIPIZIDE 10 MG <i>RX</i>				
81.	GLUCOGEN KIT <i>RX</i>				
82.	GLUCOPHAGE 500MG (NAME BRAND) METFORMIN 500MG (GENERIC) <i>RX</i>				
83.	GLUCOSE GEL <i>RX</i>				
84.	GLUCOSE TABS <i>RX</i>				
85.	GLYBURIDE 5 MG <i>RX</i>				
86.	GUAFENESIN 600 MG <i>RX</i>				
87.	GUAIFEN SF (COUGH SYRUP) OTC				
88.	HALDOL <i>RX</i>	2.5 MG		2.5 MG	
		5MG		5MG	
		10 MG		10 MG	
89.	HALDOL DEC <i>RX</i>	50 MG/ML		50 MG/ML	
		100 MG/ML		100 MG/ML	
90.	HALDOL LAC 5MG/ML <i>RX</i>				
91.	HEMORRHOIDAL CREAM <i>OTC</i>				
92.	HEMORRHOIDAL SUPPOSITORIES <i>OTC</i>				
93.	HYDROCODONE/ACETAMINOPHEN <i>RX</i>	5/325MG		5/325MG	
		7.5/500MG		7.5/500MG	
		10/500MG		10/500MG	
94.	HYDRALAZINE 25MG <i>RX</i>				
95.	HYDROCHLOROTHIAZIDE <i>RX</i>	12.5 MG		12.5 MG	
		25 MG		25 MG	

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office "Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

96.	HYDROSCORTISONE CREAM 1 % <i>OTC</i>				
97.	HYDROXYZINE <i>RX</i>	25MG		25MG	
		50 MG		50 MG	
		75 MG		75 MG	
		100 MG		100 MG	
98.	HYRDOGEN PAROXIDE <i>OTC</i>				
99.	IBUPROFEN <i>RX</i>	200 MG		200 MG	
		400 MG		400 MG	
		600 MG		600 MG	
		800 MG		800 MG	
100.	INDOMETHACIN 50MG <i>RX</i>				
101.	INVEGA 3MG /6MG <i>RX</i>				
102.	KERI LOTION <i>RX</i>				
103.	KETOCONOZOLE CREAM <i>RX</i>				
104.	KWELL LOTION 1% <i>OTC</i>				
105.	LABETALOL 300MG <i>RX</i>				
106.	LACTULOSE SOL. <i>RX</i>				
107.	LANTUS INSULIN <i>RX</i>				
108.	LATUDA 80MG -BRAND NAME LURASIDONE HCL- GENERIC <i>RX</i>				
109.	LEVEMIR INSULIN <i>RX</i>				
110.	LEXAPRO (NAME BRAND) ESCITALOPRAM (GENERIC) <i>RX</i>	5 MG		5 MG	
		10 MG		10 MG	
		20 MG		20 MG	
111.	LIDANE LOTION <i>RX</i>				
112.	LIPITOR BRAND NAME ATROVASTATIN-GENERIC <i>RX</i>	20 MG		20 MG	
		40 MG		40 MG	
113.	LITHIUM <i>RX</i>	300 MG		300 MG	
		600 MG		600 MG	
114.	LISINOPRIL	5 MG		5 MG	
		20 MG		20 MG	
115.	LOPERAMIDE 2MG <i>RX</i>				

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office
"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

116.	LORATIDINE 10MG <i>RX</i>		
117.	LORAZEPAM 1MG <i>RX</i>		
118.	LORAZEPAM INJ. <i>RX</i>		
119.	LOTRISONE CREAM- BRAND NAME (CLOTRIMAZOLE AND BETAMETHASONE-GENERIC) <i>OTC</i>		
120.	LOVASTATIN 20MG		
121.	LOSARTAN 50mg		
122.	MAALOX PLUS SUSPENSION <i>OTC</i>		
123.	MAGNESIUM CITRATE <i>OTC</i>		
124.	MAGNESIUM HYDROXIDE <i>OTC</i>		
125.	MAGNESIUM OXIDE 40MG <i>RX</i>		
126.	MECLIZINE 25MG <i>RX</i>		
127.	METHYLPREDNISOLONE <i>RX</i>	4 MG	4 MG
		16 MG	16 MG
		32 MG	32 MG
128.	METRONIDAZOLE 500MG <i>RX</i>		
129.	METROGEL 1% GEL <i>RX</i>		
130.	MILK OF MAGNESIA <i>OTC</i>		
131.	MINERAL OIL <i>OTC</i>		
132.	MIRTAZAPINE <i>RX</i>	15 MG	15 MG
		30 MG	30 MG
133.	MONTELUKAST 10MG		
134.	MUCINEX- DM <i>OTC</i>		
135.	MYCOPHENOLATE 250MG <i>RX</i>		
136.	MUSCLE RUB <i>OTC</i>		
137.	NAPROXEN 500MG <i>RX</i>		
138.	NATURAL FIBER <i>OTC</i>		
139.	NEOSPORIN OPTH SOL <i>RX</i>		
140.	NEXIUM 40MG <i>RX</i>		
141.	NIFEDIPINE ER 30MG <i>RX</i>		
142.	NORTRIPTYLINE <i>RX</i>	25 MG	25 MG

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

		50 MG		50 MG	
		75 MG		75 MG	
		100 MG		100 MG	
143.	NORVASC <i>RX</i>	5 MG		5 MG	
		10 MG		10 MG	
144.	NORVIR 100MG				
145.	NOVOLIN 70/30 <i>RX</i>				
146.	NOVOLIN NPH <i>RX</i>				
147.	NOVOLOG INSULIN <i>RX</i>				
148.	NS 0.9 IRR SOLN 1000 ML <i>OTC</i>				
149.	NS FOR IRRIGATION <i>OTC</i>				
150.	OCCUSPORIN HC OPHTHALMIC OINTMENT <i>OTC</i>				
151.	OCEAN NASAL SPRAY- <i>OTC</i>				
152.	OLANZAPINE- <i>RX</i>	10 MG		10 MG	
		15 MG		15 MG	
		30 MG		30 MG	
153.	OMPERAZOLE- <i>RX</i>	20 MG		20 MG	
		40 MG		40 MG	
154.	OXCARBAZEPINE	150 MG		150 MG	
		300 MG		300 MG	
		600 MG		600 MG	
155.	PAROXETINE- <i>RX</i>	20 MG		20 MG	
		40 MG		40 MG	
156.	PENICILLIN V POTASSIUM 500MG <i>RX</i>				
157.	PERMETHERIN CREAM <i>RX</i>				
158.	PERPHENAZINE 4MG <i>RX</i>				
159.	PIOGLITAZONE 15MG				
160.	PHENOBARBITAL <i>RX</i>	15 MG		15 MG	
		30 MG		30 MG	
		100 MG		100 MG	
161.	PHENYTOIN SOD EX 100 MG TABS <i>RX</i>				

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

162.	PLAVIX 75MG (NAME BRAND) CLOPIDOGREL 75MG (GENERIC) <i>RX</i>				
163.	POLYSPORIN OINTMENT <i>OTC</i>				
164.	POTASSIUM CL 100MEQ <i>RX</i>				
165.	PREDNISONE <i>RX</i>	5 MG		5 MG	
		10 MG		10 MG	
		20 MG		20 MG	
166.	PRENATAL VITAMIN <i>OTC</i>				
167.	PREZISTA 400MG				
168.	PRINIVIL 5MG <i>RX</i>				
169.	PRISTIQ 50MG <i>RX</i>				
170.	PROMETHAZINE 25MG <i>RX</i>				
171.	PROMETHAZINE 25MG INJECTION <i>RX</i>				
172.	PROPRANOLOL <i>RX</i>	10 MG		10 MG	
		20 MG		20 MG	
173.	PROTONIX 40MG <i>RX</i>				
174.	PROVIDONE SCRUB <i>OTC</i>				
175.	RANITIDINE 150 MG <i>RX</i>				
176.	RETROVIR 300MG				
177.	REYATAZ 300MG				
178.	RISPERIDONE - <i>RX</i>	1 MG		1 MG	
		2 MG		2 MG	
		3 MG		3 MG	
		4 MG		4 MG	
		25 MG		25 MG	
		50 MG		50 MG	
179.	RISPERDAL INJECTION-BRAND NAME RISPERIDONE- GENERIC <i>RX</i>				
180.	SEA MIST NASAL <i>OTC</i>				
181.	SEROQUEL-BRAND NAME QUETIAPINE- GENERIC <i>RX</i>	50 MG		50 MG	
		100 MG		100 MG	
		150 MG		150 MG	
		300 MG		300 MG	

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

		400 MG		400 MG	
182.	SERTALINE <i>RX</i>	50 MG		50 MG	
		100 MG		100 MG	
183.	SILVER SULFADIAZINE <i>RX</i>				
184.	SIMVASTATIN <i>RX</i>	20 MG		20 MG	
		40 MG		40 MG	
185.	SMZ-TMP DS <i>RX</i>				
186.	STERILE H2O <i>OTC</i>				
187.	STOOL SOFTNER 100MG <i>OTC</i>				
188.	SULCRAFATE 1GM <i>RX</i>				
189.	SURFAX 240MG <i>RX</i>				
190.	SYNTHROID- <i>RX</i>	25 MG		25 MG	
		50 MG		50 MG	
		75 MG		75 MG	
		100 MG		100 MG	
191.	TACROLIMUS ANHYDROUS 1MG <i>RX</i>				
192.	THIAMINE 100MG <i>RX</i>				
193.	THORAZINE (NAME BRAND) CHLORPRONAZINE (GENERIC) <i>RX</i>	50 MG		50 MG	
		100 MG		100 MG	
		200 MG		200 MG	
194.	THROAT LOZENGES GREEN <i>OTC</i>				
195.	TOLNFTATE CREAM 1% 15 G <i>OTC</i>				
196.	TOPIRAMATE 50MG <i>RX</i>				
197.	TOPROL (NAME BRAND) METROPOLOL (GENERIC)	25 MG		25 MG	
		50 MG		50 MG	
		100 MG		100 MG	
198.	TOPROL XL (NAME BRAND) METROPOLOL XL (GENERIC)	25 MG		25 MG	
		50 MG		50 MG	
		100 MG		100 MG	
199.	TRAMADOL 50MG <i>RX</i>				
200.	TRANXENE- 7.5MG-BRAND NAME CLORAZEPATE DIPOTASSIUM-GENERIC <i>RX</i>				

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

201.	TRAZODONE- <i>RX</i>	50 MG		50 MG	
		100 MG		100 MG	
202.	TRIPLE ANTIBIOTIC CREAM <i>OTC</i>				
203.	TRUVADA	200 MG		200 MG	
		300 MG		300 MG	
204.	VALPROIC ACID 250 MG <i>RX</i>				
205.	VIREAD 300MG				
206.	VYTORIN 10/10MG <i>RX</i>				
207.	WAFFARIN <i>RX</i>	1 MG		1 MG	
		3 MG		3 MG	
		5 MG		5 MG	
208.	ZETIA 10MG <i>RX</i>				
209.	ZYPREXA RAND NAME OLANZAPINE- GENERIC	5 MG		5 MG	
		10 MG		10 MG	
		15 MG		15 MG	
		20 MG		20 MG	

EXHIBIT "B"

Bid Page

Hidalgo County Sheriff's Office

"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

BIDDER'S INFORMATION:

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

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

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 AND ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				INDIVIDUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
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 BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status: _____

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

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

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

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

HUB Subcontractor Name: _____ HUB Status: _____

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

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

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

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

HUB Subcontractor Name: _____ HUB Status: _____

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/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) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
- -									
Employer identification number									
- - - - -									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. 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, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	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 [*]
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. 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.

EXHIBIT “B”
TAB and BID PAGE

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office
 "Legend & Non-Legend Pharmaceuticals"
 Bid No: 2013-145-12-27-SMA

***GENERIC MEDICATIONS PRICING PREFERRED.**

MEDICATION DESCRIPTION		UNIT PRICE (per pill/tablet/vial)
1.	ABILIFY-5MG/10MG - <i>RX</i>	\$8.10/\$8.10
2.	ACETAMINOPHEN- 500 MG EXTRA-STRENGTH <i>OTC</i>	\$0.01
3.	ACYCLOVIR 800MG <i>RX</i>	\$0.15
4.	ALBUTEROL INHALER 90MCG <i>RX</i>	\$0.02
5.	ALBUTEROL .083% NEBULIZER SOLUTION <i>RX (3ML)</i>	\$0.02
6.	AMITRIPTYLINE 25MG <i>RX</i>	\$0.01
7.	AMITRIPTYLINE 50MG <i>RX</i>	\$0.02
8.	AMMONIA INHALANTS AMPULES <i>OTC</i>	\$0.01
9.	AMOXICILLIN 500 MG <i>RX</i>	\$0.05
10.	APRODINE-60MG/2.5MG <i>RX</i>	\$0.02
11.	ARTIFICIAL TEAR EYE SOLUTION	\$0.15
12.	ATRIPLA- <i>RX</i>	\$54.07
13.	TRIAMCINALONE 0.1 % 453.6g bottle <i>RX</i>	\$0.05
14.	ATORVASTATIN 20 MG <i>RX</i>	\$0.15
15.	ATORVASTATIN 40MG <i>RX</i>	\$0.14
16.	ASA EC -81MG/325MG <i>OTC</i>	\$0.01
17.	ASA EC 325MG <i>OTC</i>	\$0.01
18.	ATENOLOL 50MG <i>RX</i>	\$0.01
19.	AUGMENTIN XR 1000MG <i>RX</i>	\$2.12
20.	AZITHROMYCIN 250MG <i>RX</i>	\$0.20
21.	BENICAR- 20MG	\$2.38
22.	BENZOYL PEROXIDE LOTION (ACNE MEDICATION) 5% 1 oz. bottle	\$0.04
23.	BENZTROPINE 1MG <i>RX</i>	\$0.05
24.	BETADINE OINTMENT 45g tube <i>OTC</i>	\$0.07
25.	BISACODYL 5MG E.C. TABS <i>RX</i>	\$0.01
26.	BUPROPION XL 150MG <i>RX</i>	\$0.10
27.	BUSPIRONE 10MG <i>RX</i>	\$0.06
28.	BUPROPION 75MG <i>RX</i>	\$0.10
29.	CARBAMAZEPINE 200 MG <i>RX</i>	\$0.03
30.	CATAPRESS 0.1MG -brand name <i>RX</i>	\$0.02
31.	CEFTRIAZONE INJECTION 500MG <i>RX</i>	\$0.75
32.	CENTRUM <i>OTC</i>	\$0.07

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office
"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

MEDICATION DESCRIPTION		UNIT PRICE (per pill/tablet/vial)
33.	CEPHALAXIN 500 MG <i>RX</i>	\$0.05
34.	CHLORPHENIRAMINE MALEATE 4MG <i>RX</i>	\$0.02
35.	CIMETIDINE 300MG <i>RX</i>	\$0.10
36.	CIPROFLOXACIN 250MG <i>RX</i>	\$0.05
	CITALOPRAM-20MG/40MG <i>RX</i>	\$0.02/\$0.02
37.	CLINDAMYCIN 150MG <i>RX</i>	\$0.06
38.	CLOTRIMAZOLE VAGINAL CREAM 45g tube <i>OTC</i>	\$0.05
39.	CORTISPORIN OPHT OINTMENT-10ml <i>RX</i>	\$1.58
40.	CORTISPORIN OTIC SOLUTION-10 ml <i>RX</i>	\$1.58
41.	COLCRYS 0.6mg	\$4.70
42.	VITAMIN C TABLETS <i>OTC</i>	\$0.04
43.	CRESTOR 10 MG	\$5.15
44.	CYCLOBENZAPRINE-5MG/10MG <i>RX</i>	\$0.02/0.02
45.	CYMBALTA-30MG/60MG	\$1.50/\$1.50
46.	DOCUSATE SOFT GEL 100MG <i>OTC</i>	\$0.02
47.	DE-LICER SHAMPOO	\$0.02
48.	DEPAKOTE 500 MG -regular <i>RX</i>	\$0.20
49.	DEPAKOTE EC 500 MG <i>RX</i>	\$1.95
50.	DICLOFENAC-50mg <i>RX</i>	\$0.05
51.	DICYCLOMINE 20MG <i>RX</i>	\$0.04
52.	DIOVAN-160mg <i>RX</i>	\$3.01
53.	DIPHENHRAMINE 25MG <i>OTC</i>	\$0.02
54.	DIPHENHYDRAMINE 25mg INJECTION <i>RX</i>	\$0.20
55.	DONEPEZIL 5MG <i>RX</i>	\$0.04
56.	DOVONEX CREAM -60g bottle <i>RX</i>	\$7.25
57.	DOXEPIN-50MG/100MG <i>RX</i>	\$0.25/\$0.38
58.	DOXYCYCLINE 100MG <i>RX</i>	\$0.80
59.	EAR WAX REMOVAL DROPS <i>OTC</i>	\$0.03
60.	EFFEXOR 75MG - <i>RX</i>	\$0.20
61.	EFFEXOR XL 75MG/150MG - <i>RX</i>	\$0.12/\$0.16
62.	ENALAPRIL 5 MG <i>RX</i>	\$0.12

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office
"Legend & Non-Legend Pharmaceuticals"
Bid No: 2013-145-12-27-SMA

MEDICATION DESCRIPTION		UNIT PRICE (per pill/tablet/vial)
63.	EPI PENS <i>RX</i>	\$71.00
64.	EPZICOM -300MG/600MG	\$29.99/\$29.99
65.	ERYTHROMYCIN 500 MG <i>RX</i>	\$2.71
66.	FAMOTIDINE 20MG <i>RX</i>	\$0.02
67.	FANAPT-4mg <i>RX</i>	\$2.14
68.	FERO SUL 325MG <i>RX</i>	\$0.02
69.	FISH OIL 1000MG <i>RX</i>	\$0.03
70.	FLOMAX 0.4MG <i>RX</i>	\$0.15
71.	FLUCONAZOLE 150MG <i>RX</i>	\$1.75
72.	PROZAC-20MG/40MG <i>RX</i>	\$0.04/\$0.04
73.	FOLIC ACID 1MG <i>RX</i>	\$0.02
74.	LASIX- 20 MG- <i>RX</i>	\$0.04
75.	GABAPENTIN-100MG/300MG/400MG/ <i>RX</i>	\$0.02/\$0.05/\$0.05
76.	GEMFIBROZILE – 600mg <i>RX</i>	\$0.06
77.	GENTAMICIN OPTH SOLUTION	\$0.08
78.	GEODON-20MG/40MG/60MG/80MG <i>RX</i>	\$0.99/\$0.99/\$0.99/\$0.99
79.	GLIPIZIDE 10 MG <i>RX</i>	\$0.03
80.	GLUCOGEN KIT <i>RX</i>	\$146.50
81.	GLUCOPHAGE 500MG <i>RX</i>	\$0.09
82.	GLUCOSE GEL <i>RX</i>	\$0.02
83.	GLUCOSE TABS <i>RX</i>	\$0.02
84.	GLYBURIDE 5 MG <i>RX</i>	\$0.05
85.	GUAFENESIN 600 MG <i>RX</i>	\$0.16
86.	GUAIFEN SF (COUGH SYRUP) OTC	\$0.05
87.	HALDOL-2.5MG/5MG/10MG <i>RX</i>	\$0.10/\$0.20/\$0.40
88.	HALDOL DEC-50 MG/ML/- 100 MG/ML <i>RX</i>	\$15.00/\$33.00
89.	HALDOL LAC 5mg/1ml <i>RX</i>	\$0.20
90.	HEMORRHOIDAL CREAM <i>OTC</i>	\$0.02

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office

*"Legend & Non-Legend Pharmaceuticals"**Bid No: 2013-145-12-27-SMA*

MEDICATION DESCRIPTION		UNIT PRICE (per pill/tablet/vial)
91.	HEMORRHOIDAL SUPPOSITORIES <i>OTC</i>	\$0.02
92.	HYDROCODONE/ACETAMINOPHEN-5/325mg <i>RX</i>	\$0.08
93.	HYDRALAZINE 25MG <i>RX</i>	\$0.04
94.	HYDROCHLOROTHIAZIDE 12.5MG/25MG <i>RX</i>	\$0.02/\$0.03
95.	HYDROSCORTISONE CREAM 1 % <i>OTC</i>	\$0.06
96.	HYDROXYZINE-25MG <i>RX</i>	\$0.04
97.	HYDROGEN PEROXIDE <i>OTC</i>	\$0.03
98.	IBUPROFEN-200MG/400MG/600MG/800MG <i>RX</i>	\$0.03/\$0.02/\$0.02/\$0.03
99.	INDOMETHACIN 50MG <i>RX</i>	\$0.06
100.	INVEGA- 3MG <i>RX</i>	\$21.02
101.	KERI LOTION -8oz. <i>RX</i>	\$0.02
102.	KETOCONAZOLE CREAM -60g tube <i>RX</i>	\$0.10
103.	KWELL LOTION 1%- 8oz. bottle <i>OTC</i>	\$0.05
104.	LABETALOL 300MG <i>RX</i>	\$0.44
105.	LACTULOSE SOL.160z bottle <i>RX</i>	\$0.01
106.	LANTUS INSULIN <i>RX</i>	\$15.92
107.	LATUDA 80MG - <i>RX</i>	\$17.99
108.	LEVEMIR INSULIN <i>RX</i>	\$15.99
109.	LEXAPRO-5MG/10MG/20MG <i>RX</i>	\$0.10/\$0.07/\$0.08/
110.	LIDANE LOTION <i>RX</i>	
111.	LIPITOR -20MG/40MG <i>RX</i>	\$0.15/\$0.14
112.	LITHIUM-300MG/600MG <i>RX</i>	\$0.02/\$0.10
113.	LISINAPRIL -5MG/20MG	\$0.03/\$0.04
114.	LOPERAMIDE 2MG <i>RX</i>	\$0.10
115.	LORATIDINE 10MG <i>RX</i>	\$0.05
116.	LORAZEPAM 1MG <i>RX</i>	\$0.02
117.	LORAZEPAM INJ. <i>RX</i>	\$0.05
118.	LOTRISONE CREAM-1oz tube <i>OTC</i>	\$0.65

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office

*"Legend & Non-Legend Pharmaceuticals"**Bid No: 2013-145-12-27-SMA*

MEDICATION DESCRIPTION		UNIT PRICE (per pill/tablet/vial)
119.	LOVASTATIN 20MG	\$0.05
120.	LOSARTAN 50mg	\$0.05
121.	MAALOX PLUS SUSPENSION-120z bottle <i>OTC</i>	\$0.02
122.	MAGNESIUM CITRATE-10oz. <i>OTC</i>	\$0.02
123.	MECLIZINE 25MG <i>RX</i>	\$0.15
124.	METHYLPREDNISOLONE-4MG/16MG/32MG <i>RX</i>	\$0.69/\$1.79/\$3.00
125.	METRONIDAZOLE 500MG <i>RX</i>	\$0.05
126.	METROGEL 1% GEL-60g bottle <i>RX</i>	\$0.45
127.	MILK OF MAGNESIA-12oz bottle <i>OTC</i>	\$0.01
128.	MINERAL OIL <i>OTC</i>	\$0.01
129.	MIRTAZAPINE -15MG/30MG <i>RX</i>	\$0.10/\$0.10
130.	MONTELUKAST 10MG	\$0.13
131.	MUCINEX- DM <i>OTC</i>	\$0.03
132.	MYCOPHENOLATE 250MG <i>RX</i>	\$0.10
133.	MUSCLE RUB-1oz tube <i>OTC</i>	\$0.03
134.	NAPROXEN 500MG <i>RX</i>	\$0.06
135.	NATURAL FIBER-10oz bottle <i>OTC</i>	\$0.02
136.	NEOSPORIN OPTH SOL-10ml bottle <i>RX</i>	\$0.24
137.	NEXIUM 40MG <i>RX</i>	\$6.85
138.	NIFEDIPINE ER 30MG <i>RX</i>	\$0.27
139.	NORTRIPTYLINE -25MG/50MG/75MG/100MG <i>RX</i>	\$0.10/\$0.13/\$0.17/\$0.17
140.	NORVASC-5MG/10MG <i>RX</i>	\$0.03/\$0.04
141.	NORVIR 100MG	\$8.17
142.	NOVOLIN 70/30 <i>RX</i>	\$8.30
143.	NOVOLIN NPH <i>RX</i>	\$8.30
144.	NOVOLOG INSULIN <i>RX</i>	\$15.75
145.	NS 0.9 IRR SOLN 1000 ML <i>OTC</i>	\$0.03
146.	OCCUSPORIN HC OPHTHALMIC OINTMENT-10ml bottle <i>OTC</i>	\$0.03
147.	OCEAN NASAL SPRAY-1/2 oz. bottle <i>OTC</i>	\$0.06

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office
"Legend & Non-Legend Pharmaceuticals"

Bid No: 2013-145-12-27-SMA

MEDICATION DESCRIPTION		UNIT PRICE (per pill/tablet/vial)
148.	OLANZAPINE 10MG/15MG/MG-RX	\$0.18/\$0.30/\$0.45
149.	OMPERAZOLE-20 MG/40 MGRX	\$0.19/\$0.20
150.	OXCARBAZEPINE-150MG/300MG/600MG	\$0.08/\$0.10/\$0.22
151.	PAROXETINE- 20MG/40MG RX	\$0.06/\$0.10
152.	PENICILLIN V POTASSIUM 500MG RX	\$0.08
153.	PERMETHERIN CREAM -60g tube RX	\$0.09
154.	PERPHENAZINE 4MG RX	\$0.79
155.	PIOGLITAZONE 15MG	\$0.07
156.	PHENOBARBITAL 15MG/30MG/100MG RX	\$0.16/\$0.20/\$0.26
157.	PHENYTOIN SOD EX 100 MG TABS RX	\$0.07
158.	PLAVIX 75MG	\$0.08
159.	POLYSPORIN OINTMENT OTC	\$0.01
160.	POTASSIUM CL 10MEQ RX	\$0.20
161.	PREDNISONE -5MG/10MG/20MG RX	\$0.04/\$0.05/\$0.14
162.	PRENATAL VITAMIN OTC	\$0.03
163.	PREZISTA 400MG	\$15.94
164.	PRINIVIL 5MG RX	\$0.02
165.	PRISTIQ 50MG RX	\$5.65
166.	PROMETHAZINE 25MG RX	\$0.03
167.	PROMETHAZINE 25MG INJECTION RX	\$0.04
168.	PROPRANOLOL-10MG/20MG RX	\$0.03/\$0.03
169.	PROTONIX 40MG RX	\$0.10
170.	PROVIDONE SCRUB-16oz. bottle OTC	\$0.02
171.	RANITIDINE 150 MG RX	\$0.04
172.	RETROVIR 300MG	\$0.25
173.	REYATAZ 300MG	\$29.46
174.	RISPERIDONE-1MG/2MG/3MG/4MG/25MG/50MG RX	\$0.10/\$0.10/\$0.15/\$0.17/\$0.18/0.20
175.	RISPERDAL INJECTION-25mg RX	\$0.03
176.	SEA MIST NASAL OTC	\$0.15

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office

*"Legend & Non-Legend Pharmaceuticals"**Bid No: 2013-145-12-27-SMA*

MEDICATION DESCRIPTION		UNIT PRICE (per pill/tablet/vial)
177.	SEROQUEL-100MG <i>RX</i>	\$0.16
178.	SERTALINE 50MG/100MG <i>RX</i>	\$0.06/\$0.06
179.	SILVER SULFADIAZINE-85g tube <i>RX</i>	\$0.13
180.	SIMVASTATIN 20MG/40MG <i>RX</i>	\$0.04/\$0.04
181.	SMZ-TMP DS <i>RX</i>	\$0.06
182.	STERILE H2O -1000ml bottle <i>OTC</i>	\$0.03
183.	STOOL SOFTNER 100MG <i>OTC</i>	\$0.01
184.	SULCRAFATE 1GM <i>RX</i>	\$0.02
185.	SURFAX 240MG <i>RX</i>	\$0.03
186.	SYNTHROID- 25MG/50MG/75MG/100MG <i>RX</i>	\$0.30/\$0.30/\$0.30/\$0.50
187.	TACROLIMUS ANHYDROUS 1MG <i>RX</i>	\$0.25
188.	THIAMINE 100MG <i>RX</i>	\$0.03
189.	THORAZINE-50MG/100MG/200MG	\$1.45/\$1.82/\$2.34
190.	TOLNFTATE CREAM 1% 15 G <i>OTC</i>	\$0.09
191.	TOPIRAMATE 50MG <i>RX</i>	\$0.06
192.	TOPROL-25MG/50MG/100MG	\$0.03/\$0.03/\$0.03
193.	TOPROL XL-25MG/50MG/100MG	\$0.27/\$0.27/\$.40
194.	TRAMADOL 50MG <i>RX</i>	\$0.04
195.	TRANXENE- 7.5MG	\$0.04
196.	TRAZODONE-50MG/100MG <i>RX</i>	\$0.03/\$0.04
197.	TRIPLE ANTIBIOTIC CREAM -1oz tube <i>OTC</i>	\$0.16
198.	TRUVADA-200MG/300MG	\$19.11
199.	VALPROIC ACID 250 MG <i>RX</i>	\$0.08
200.	VIREAD 300MG	\$16.62
201.	VYTORIN 10/10MG <i>RX</i>	\$2.25
202.	WAFFARIN-1MG/3MG/5MG <i>RX</i>	\$0.05/\$0.05/\$0.05
203.	ZETIA- 10MG <i>RX</i>	\$5.18

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office
"Legend & Non-Legend Pharmaceuticals"
Bid No: 2013-145-12-27-SMA

MEDICATION DESCRIPTION		UNIT PRICE (per pill/tablet/vial)
204.	ZYPREXA RAND-5--- 5MG/10MG/15MG/20MG	\$0.11/\$0.18/\$0.30/\$0.45
TOTAL PRICE		\$ 686.14
DISPENSING FEE per prescription		\$2.49
GRAND TOTAL PRICE		\$ 688.63

All prices must include all pharmacists' services as well as all delivery fees. ALL FEES ARE INCLUDED

Does vendor offer 24 hours Pharmacist services assistance? YES or NO YES

Does vendor have at least one local pharmacy located in Hidalgo County for emergency purpose only? YES or NO YES

Vendors will offer Hidalgo Co. Sheriff's Office –Adult Detention Center Non-Legend Pharmaceuticals at a rate of Cost plus a dispensing fee per prescription \$ 2.49

EXHIBIT "B" revised

Bid Page

Hidalgo County Sheriff's Office
"Legend & Non-Legend Pharmaceuticals"
Bid No: 2013-145-12-27-SMA

BIDDER'S INFORMATION:

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

BIDDER/COMPANY NAME: Westwood Pharmacy

ADDRESS: 5823 Patterson Avenue

CITY/STATE/ZIP CODE: Richmond, VA 23226

PHONE & FAX NO.'S: (866) 996-6379 (toll-free phone) (866) 288-6707 (fax)

CELLULAR PHONE: (804) 519-3383

AUTHORIZED SIGNATURE: 

PRINTED NAME: Hunter Hoggatt

TITLE: Vice President

EMAIL: Hunter.Hoggatt@westwoodpharmacy.com

EXHIBIT "C"
CERTIFICATE OF INSURANCE



WESTPHA-01

MARAP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2014

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

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

PRODUCER Morgan-Marrow Company 21 Manhattan Square Hampton, VA 23666	CONTACT NAME: Mara S. Powell	FAX (A/C, No): (757) 865-1478	
	PHONE (A/C, No, Ext): (757) 865-1900	E-MAIL ADDRESS: MaraP@morganmarrow.com	
INSURED Westwood Pharmacy, MAO Pharmacy t/a 5823 Patterson Avenue Richmond, VA 23226	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Assurance Company of America		19305
	INSURER B : Hartford Casualty Insurance Company		29424
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PAS004598845	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Professional Liab.					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Liquor Liab.					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		PAS004598845	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	PAS004598845	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		14WECLH5577	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N <input type="checkbox"/> N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County
Purchasing Department
Attn: Virginia
2802 S. Bus. Hwy. 281 New Administration Bldg.
Edinburg, TX 78539

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
January 14, 2014
9:30 A.M.

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

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Prayer**
4. **Approval of Consent Agenda**
5. **Open Forum**
6. **County Judge's Office:**
 - A. **AI-42601** Resolution honoring Michael Donovan
7. **Executive Officer - Valde Guerra:**
 - A.
 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."
 2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement
 - B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
 - 1) Renovations to Former Administration Building 1st and 2nd Floors
 - 2) Update on other ongoing county owned building construction and renovation repair projects
 - 3) Emergency situations occurring since last agenda meeting
8. **Constables:**

12.

Purchasing Department - Marty Salazar:

Notes:

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

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

A. Pct. 2

1. **AI-42433** Acceptance of the sole bid received and approval of contract for the request for bids for "Loading and Hauling of Dirt" for Hidalgo County Precinct #2. (Bid No.: 2013-269-10-30-CGA)
2. **AI-42514** Acceptance, and approval of the following for C-13-250-01-14 - "Road & Drainage Construction - Rancho Blanco Road" between Hidalgo County and R.D.H. Site & Concrete Company as submitted through project engineer R. Gutierrez Engineering Corp.:

A. Final construction contract (CC previously approved to award on 10/22/2013) in the amount of \$297,936.13;

B. Pursuant to TXLGC262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of \$50,000.00 or LESS...' The original contract price may not be decreased by 18% or more without the consent of the contractor.


B. WIC

1. **AI-42421** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County WIC Program-Lease of Office Space-City of Roma- RFB No. 2013-213-12-04-SMA

C.

Sheriff's Office

APPROVED

1. **AI-42422**  Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the lowest vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Sheriff's Office Legend and Non-Legend Pharmaceuticals- RFB No. 2013-145-12-27-SMA.