



Yvette Salinas &lt;yvette.salinas@co.hidalgo.tx.us&gt;

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**Re: Chief Physician RFQ draft**

1 message

**Robert Vina** <robert.vina@da.co.hidalgo.tx.us>

Tue, Sep 10, 2019 at 10:23 AM

To: Yvette Salinas &lt;yvette.salinas@co.hidalgo.tx.us&gt;

Cc: "Ramirez, Josephine" &lt;josephine.ramirez@da.co.hidalgo.tx.us&gt;, "Garza, Victor" &lt;victor.garza@da.co.hidalgo.tx.us&gt;, "salazar, martha" &lt;martha.salazar@co.hidalgo.tx.us&gt;

Good morning Ms. Salinas,

As requested, this office has reviewed the packet for advertising RFQ 2019-182-XX-XX-YSS for HCHHSD Physician and approve it as to form subject to the inclusion of the following recommended modifications:

1. Replace current Number 35 of the legal notice with the following updated boycott Israel provision. Also add the recommended Terrorist provision below as a new number in the legal notice.

35. **BOYCOTT ISRAEL VERIFICATION:** In accordance with the Texas Government Code Chapter 2270, the County may not enter into a contract for goods or services with a vendor unless the contract contains a written verification from the vendor that it does not boycott Israel and will not boycott Israel during the term of the contract. *Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

By signing the acknowledgement form to this legal notice, Vendor understands that it is providing written verification and certification that it does not boycott Israel and will not boycott Israel during the term of the contract. If Vendor claims an exception or otherwise cannot make this certification, then Vendor shall attach separate sheet(s) to provide the basis for the exemption or for not making the certification. Failure to comply or providing false information may result in rejection of Vendor's submission. **Vendor shall indemnify and hold harmless the County, its elected officials, employees and agents from any and all claims, damages, losses, expenses and costs of any nature based on the County's reliance on this verification.** Vendor's written verification is incorporated for all purposes as part of any resulting agreement.

\_\_\_\_. **TEX. GOVT. CODE CH. 2252- ATTESTATION-TERRORIST ORGANIZATIONS:** By submitting a response to this procurement request and/or accepting this Contract, Company attests that it is not identified on a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State. The Texas State Comptroller will prepare and maintain this list as per Texas Government Code §2252.153, as amended. Contractor further understands that the County shall perform a search of the relevant database and a contract cannot be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties.

2. Replace the current Non-Discrimination Provision on Page 3 of Exhibit A-Specifications with the following:

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of age, race, religion, sex, national origin, disability or any other protected class under the law, except where said status is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

Please let us know if you have any questions  
Respectfully,

**Robert Viña III**

*Assistant District Attorney*  
Civil Litigation Division

**Office of the Criminal District Attorney**  
Hidalgo County, Texas  
100 E. Cano  
Edinburg, TX 78539  
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On Mon, Sep 9, 2019 at 1:42 PM Yvette Salinas <[yvette.salinas@co.hidalgo.tx.us](mailto:yvette.salinas@co.hidalgo.tx.us)> wrote:  
Good Afternoon Mr Viña,

Please see attached draft packet for your review and comment.

Respectfully,



**Purchasing Department**

Yvette Salinas Contract Specialist III  
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