THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-288-10-28

THIS CONTRACT is made and entered into this **28th Day** of **October, 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Center for Disease Detection, LLC,** (the " Company").

WHEREAS, Company responded to advertised notices for bids for **"LABORATORY SERVICES",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

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

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications described in Exhibits A and B within Hidalgo County following a request for Services by the Commissioners Court or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **November 30, 2014** and ending on **November 29, 2015** and may be extended at the sole discretion of County for an additional two (2)-one (1) year periods at the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall

comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Services provided for in this Contract, the Company agrees to pay the County the amounts as specified in Exhibit "B" as attached hereto and payable against sequentially numbered detailed manifest or invoices for each collection submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Department User, within thirty (30) days of submitting such weight tickets. Contract number to be referenced on each manifest or invoices.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

10. This Contract shall not be assignable in whole or in part by either party

without prior written consent of the other party.

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

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

If to County:	**The County of Hidalgo** **Attn: County Judge** **302 W. University Drive** **Edinburg, Texas 78539**
If to Company:	**Center for Disease Detection** **Attn: Michael E. Kossman** **11603 Crosswinds Way, Suite 100** **San Antonio, Texas 78233**

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

14. 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 without cause by County with thirty day's written notice prior to cancellation.

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

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

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

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

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

entity, or individual against County.

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Center for Disease Detection

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen Crain

APPROVED BY COMMISSIONERS COURT: **OCTOBER 28, 2014**

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

September 15, 2014

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (all funding sources)
Request for Bids -"***LABORATORY SERVICES***"
Bid No: 2014-288-10-01-MEG

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/meg

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

CHECKLIST
REQUEST FOR BID (RFB)
"HIDALGO COUNTY (all funding sources)
"Laboratory Services"
BID NO.: 2014-288-10-01-MEG

1. Request For Bid Letter, consists of __1__ page.
2. Legal Notice, consisting of __8__ pages.
3. Exhibit "A" Specifications, consisting of __6__ pages.
4. Exhibit "B" Bid Page, consisting of __4__ pages.
5. Exhibit "C" Insurance Requirements, consisting, of __4__ pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1__ page,
7. Vendor/Bidder Application and W-9 form, consisting of __6__ pages.
8. Certification Regarding Debarment, consists of __1__ pages
9. Draft Service Contract, consisting of __9__ pages.

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, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

9/15/14
Date

Bid No: 2014-288-10-01-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

(All funding sources)

"LABORATORY SERVICES"

BID OPENING DATE: October 01, 2014 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539
956 318-2626

1. Sealed bids will be received for **"HIDALGO COUNTY (all funding sources) LABORATORY SERVICES"** 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/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: **"BID- 2014-288-10-01-MEG- HIDALGO COUNTY-**(all funding sources) **LABORATORY SERVICES"** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, October 1, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS- 2014-288-10-01-MEG-RFB-HIDALGO COUNTY-(all funding sources) **LABORATORY SERVICES".**

   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 o 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-**(all funding sources) **LABORATORY SERVICES** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Ray Eufracio, Auditor
Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**October 01, 2014**
Award of Contract	_____ 2014
Commence Work or Deliver Products	_____, 2014

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. Closner, 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 thereunder, 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 to 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
(All funding sources)
"LABORATORY SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 - New Administration Building
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 (all funding sources)
"Laboratory Services"
BID NO.: 2014-288-10-01-MEG

Hidalgo County is requesting bidder(s) from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide "***Laboratory Services***" in a timely manner; ensure that such services meet the county and state jail standards; ensure quality, yet be cost effective.

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County. These requirements and/or specifications must be **equal or better**, including, but not limited to, the following:

SPECIFICAITONS/REQUIREMENTS

1) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

2) Any/all health care services provided to inmates who are in the custody of Hidalgo County will only pay (apply) current Medicaid rates when invoicing charges are greater than the Medicaid rate fees. (*as referred and attached hereto and approved by Commissioner's court on September 25, 2007)*

3) Any test/and or service required by our medical personnel that is not mentioned on the contract, such service(s) will also be paid under Medicaid rates fee. (*as referred and attached hereto and approved by Commissioner's court on September 25, 2007)*

4) Specimens will be collected by Hidalgo County Staff.

5) Provide at least one (1) accessible lab location to refer patients for collection if specimen cannot be collected by Hidalgo County staff (i.e. Edinburg). Laboratory will be responsible for delivery/processing of such specimens when necessary.

6) Electronic Lab results are required.

7) All certificates, licenses, etc. for laboratory to operate in the State of Texas are required and copies must be submitted with bid. *(Including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification)*

8) All supplies must be provided to Hidalgo County for all required testing and results must be available and provided within 24 hours.

TERMS AND CONDITIONS

1. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year terms.

2. Hidalgo County 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.

3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

5. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

6. Hidalgo County reserves the right to award to one (1) or multiple vendors whichever is more valuable to the County.

7. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

8. Hidalgo County reserves the right to add or delete locations as it deems in the best interest of the County.

9. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

10. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

11. All services will be on an "**As Needed Basis**", there are no set quantities to be requested only approximations.

12. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the EXHIBIT "C" for limits).

13. Any contract awarded to a successful bidder will be in effect until;
    a) The contract expires
    b) Delivery acceptance of products and/or performance of services ordered, or
    c) Terminated by County with thirty (30) days written notice prior to be cancellation

LOCATIONS/CLINICS
HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT **Contact Person: Elena Gaitan 956-587-6200**
Judge Mario E. Ramirez, Jr. Juvenile Justice Center 1001 N Doolittle Edinburg, TX 78541
HIDALGO COUNTY SHERIFF'S OFFICE **Contact Person: Juan Tapia 956-383-8114**
Hidalgo County Jail 701 El Cibolo Rd. Edinburg, TX 78539

SERVICES REQUIRED:

The vendor shall provide qualified and trained personnel and certified licensed facilities for the laboratory services. Laboratory testing services shall; include, but is not limited to the following services:

1	ABO and Rh
2	Accult Blood, Feces
3	Acute Hepatitis Panel
4	AFB Smear and Culture w/ Susceptibilities
5	Affirm (Trich, G. Vaginalis, Candida)
6	Aerobic Bacterial Culture.
7	Amylase.
8	Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed
9	Antinuclear Antibodies. *Results*
10	Aspergillosis Immunodiffussion
11	B_{12} and Folate.
12	Bacterial Vaginosis/Baginitis (Trich, G. Vaginalis, & Candida)
13	Basic Metabolic Panel.
14	BUN
15	Carbamazipine levels.
16	CBC w Diff w/ Plt.
17	CBC w Diff w/o Plt.
18	CBC w/ diff and platelets.
19	CBC w/o Diff w Plt.
20	CBC w/o Diff w/o Plt.
21	CD4 Count
22	CEA.
23	Chem 24.
24	Chlamydia/GC DNA Probe w/confirmation on positives.
25	Chlamydia/GC (out of vial)
26	Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives
27	Chlamydia/GC DNA Probe w/out confirmation.
28	Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives
29	Cholesterol Total
30	Ck,Total
31	Comp Metabolic Panel
32	Creatinine.
33	24hr. Creatinine Clearance
34	Cult, Campylobac
35	Culture, Aerob/Anaer
36	Cultures (wound and urine)
37	Culture (& Sensitivity)- Wound
38	Digoxin.
39	Dilantin levels.
40	Draw Fee, Psc Spec
41	Drug screens (serum and urine).
42	Electrolyte Panel.
43	Eosinophil Ct, (B)
44	Fecal Fat, Qual
45	Fecal Globin by Immuniochemistry (FOB)
46	Fecal Leukocyte Stn
47	Ferritin

48	FSH and LH.
49	Fungus Culture
50	Fungal CF Panel
51	Genital Culture, Routine.
52	Giardia Ag Detection
53	Glucose Gestational Screen 50 Gram
54	Glucose, Plasma.
55	Glucose Serum
56	Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams
57	Group B Strep Colonization Detection Cult/DNA Probe.
58	H & H
59	hCG, Beta Subunit, Qual.
60	HCG, Beta Subunit, qualitative
61	hCG, Beta Subunit, Quant.
62	HCG, Beta Subunit, quantitative
63	Hdl-Cholesterol
64	Helicobacter pylori lgG.
65	Hematocrit.
66	Hemoglobin A1C w/MBG.
67	Hemoglobin.
68	Hep A Igm Ab
69	Hepatic Function Panel.
70	Hepatitis B Surface Antibody.
71	Hepatitis B Surface Antigen.
72	Hepatitis B Surface Antigen with confirmation
73	Hepatitis C Antibody.
74	Herpes Culture.
75	Hgal c.
76	HIV-1 Antibodies.
77	HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex)
78	HIV Western Blot, if HIV positive
79	HIV-2 Antibody EIA if Western Blot positive
80	HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive
81	H-pylori.
82	H. Pylori (serum)
83	HPV Genotypes 16, 18
84	HPV High Risk
85	Hsv 1/2 Herpeselect
86	HSV ½
87	Iron and IBC.
88	Iron, Total & Ibc
89	Lead
90	Lipid Panel
91	Lithium levels.
92	Liver enzyme panel.
93	Magnesium.
94	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)
95	Maternal Serum Screen 5 (Penta)
96	Myoglobin
97	Myoglobin (U)
98	New Born Screening
99	Occult Blood.
100	Ova & Parasites.
101	Phenytoin.
102	Platelet Count.
103	Potassium.
104	PreGen-Plus.

105	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella
106	Prolactin.
107	Prothrombin Time (PT).
108	PSA.
109	PTT Activated.
110	RBC Count.
111	Renal Function Panel.
112	Rheumatoid Arthritis Factor.
113	RPR.
114	RPR Titer
115	RPR with reflex to titer & confirmatory testing
116	RPR (Monitor) with Reflex to Titer (without confirmations)
117	RPR (DX) Refelx FTA-ABS
118	Rubella Antibodies, IgG.
119	Sed Rate, Westergren.
120	Stat Assay 1
121	Stat Assay 2
123	Stool Culture.
124	Surpath (Liquid pap smear) includes HPV, GC/Chlamydia
125	Surpath Pathology if pap smear abnormal
126	Surpath with CT/GC (out of the vial)
127	Thin Prep Pap Test
128	T_3 Uptake.
129	T-4 (Thyroxine)
130	T-4 Free
131	Testosterone.
132	Throat, Beta-Hemolytic Strep Cult, Group A.
133	Thyroid Cascade Profile.
134	Thyroid panel
135	Thyroxine (T_4).
136	Total Electrophoresis
137	Total Iron and TIBC
138	Tp Rand (U) W/Creat
139	Triglycerides
140	TSH, 3rd generation.
141	TSH.
142	TSH with Reflex to Free T4
143	Ua, Complete
144	UA.
145	Upper Respitory Culture, Routine.
146	Uric Acid
147	Urinalysis (Microscopic on Positives).
148	Urine Culture, Routine. Urine Culture (& Sensitivity), Routine
149	Urine, complete
150	Uric Acid
151	Valporic acid levels.
152	Valproic Acid
153	VDRL.
154	Vitamin B-12
155	WBC Count.
156	WBC Differential.

ADDITIONAL INFORMATION:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder 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 statements of qualifications be addressed to, Elena Gomez, Buyer II, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail elena.gomez@co.hidalgo.tx.us by no LATER THAN, **Wednesday, September 22, 2014 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Thursday September 25, 2014 by 5:00 p.m.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

RESOLUTION

A WRITTEN RESOLUTION AUTHORIZING SENDING NOTICE TO ALL HEALTHCARE PROVIDERS, AND PHARMACIES AND AUTHORIZING THE COUNTY TO PAY INDIGENT AND MEDICAID RATES FOR THE CARE OF INMATES IN THE CUSTODY OF HIDALGO COUNTY

BE IT RESOLVED THAT that the Commissioners Court of Hidalgo County hereby resolves and authorizes that effective September 25, 2007, Hidalgo County will only pay current indigent or Medicaid rates for all health care and drugs provided to inmates who are in the custody of Hidalgo County and hereby authorizes the sending of written notice by the County Auditors to all health care providers and pharmacies notifying them that Hidalgo County will only pay current indigent or Medicaid rates for all health care and drugs provided to inmates who are in the custody of Hidalgo County.

NOW, THEREFORE be it resolved, that the Commissioners Court of Hidalgo County hereby approves the above resolution.

Juan D Saldana, III
County Judge

Sylvia S Handy
Commissioner Precinct 1

Hector "Tito" Palacios
Commissioner Precinct 2

Joe M Flores
Commissioner Precinct 3

Oscar Garza, Jr.
Commissioner Precinct 4

EXHIBIT "B"
Bid Page
HIDALGO COUNTY (all funding sources)
"LABORATORY SERVICES"
BID No. 2014-288-10-01-MEG

FOR INTERNAL USE ONLY
(NIGP commodity codes)
948-55-50 Medical Services; Physical Exam
948-55-83-Tests. Clinical Laboratory. Non-Drug Screenings;
948-55-84-Tests. Clinical Laboratory. Drug Screenings

Item #	DIAGNOSTIC PROCDURES	UNIT COST
1	ABO and Rh	$
2	Accult Blood, Feces	$
3	Acute Hepatitis Panel	$
4	AFB Smear and Culture w/ Susceptibilities	$
5	Affirm (Trich, G. Vaginalis, Candida)	$
6	Aerobic Bacterial Culture	$
7	Amylase	$
8	Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed	$
9	Antinuclear Antibodies. *Results*	$
10	Aspergillosis Immunodiffussion	$
11	B_{12} and Folate	$
12	Bacterial Vaginosis/Baginitis (Trich, G. Vaginalis, & Candida)	$
13	Basic Metabolic Panel	$
14	BUN	$
15	Carbamazipine levels	$
16	CBC w Diff w/ Plt.	$
17	CBC w Diff w/o Plt.	$
18	CBC w/ diff and platelets.	$
19	CBC w/o Diff w Plt.	$
20	CBC w/o Diff w/o Plt.	$
21	CD4 Count	$
22	CEA.	$
23	Chem 24	$
24	Chlamydia/GC DNA Probe w/confirmation on positives.	$
25	Chlamydia/GC (out of vial)	$
26	Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives	$
27	Chlamydia/GC DNA Probe w/out confirmation.	$
28	Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives	$
29	Cholesterol Total	$
30	Ck,Total	$
31	Comp Metabolic Panel	$
32	Creatinine.	$
33	24hr. Creatinine Clearance	$
34	Cult, Campylobac	$
35	Culture, Aerob/Anaer	$
36	Cultures (wound and urine)	$
37	Culture (& Sensitivity)- Wound	$
38	Digoxin.	$
39	Dilantin levels	$
40	Draw Fee, Psc Spec	$
41	Drug screens (serum and urine)	$
42	Electrolyte Panel	$
43	Eosinophil Ct, (B)	$
44	Fecal Fat, Qual	$
45	Fecal Globin by Immuniochemistry (FOB)	$

46	Fecal Leukocyte Stn	$
47	Ferritin	$
48	FSH and LH.	$
49	Fungus Culture	$
50	Fungal CF Panel	$
51	Genital Culture, Routine	$
52	Giardia Ag Detection	$
53	Glucose Gestational Screen 50 Gram	$
54	Glucose, Plasma	$
55	Glucose Serum	$
56	Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams	$
57	Group B Strep Colonization Detection Cult/DNA Probe	$
58	H & H	$
59	hCG, Beta Subunit, Qual	$
60	HCG, Beta Subunit, qualitative	$
61	hCG, Beta Subunit, Quant	$
62	HCG, Beta Subunit, quantitative	$
63	Hdl-Cholesterol	$
64	Helicobacter pylori lgG.	$
65	Hematocrit	$
66	Hemoglobin A1C w/MBG	$
67	Hemoglobin	$
68	Hep A Igm Ab	$
69	Hepatic Function Panel	$
70	Hepatitis B Surface Antibody	$
71	Hepatitis B Surface Antigen	$
72	Hepatitis B Surface Antigen with confirmation	$
73	Hepatitis C Antibody	$
74	Herpes Culture	$
75	Hgal c.	$
76	HIV-1 Antibodies	$
77	HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex)	$
78	HIV Western Blot, if HIV positive	$
79	HIV-2 Antibody EIA if Western Blot positive	$
80	HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive	$
81	H-pylori	$
82	H. Pylori (serum)	$
83	HPV Genotypes 16, 18	$
84	HPV High Risk	$
85	Hsv 1/2 Herpeselect	$
86	HSV ½	$
87	Iron and IBC	$
88	Iron, Total & Ibc	$
89	Lead	$
90	Lipid Panel	$
91	Lithium levels	$
92	Liver enzyme panel	$
93	Magnesium	$
94	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)	$
95	Maternal Serum Screen 5 (Penta)	$
96	Myoglobin	$
97	Myoglobin (U)	$
98	New Born Screening	$
99	Occult Blood	$

100	Ova & Parasites	$
101	Phenytoin	$
102	Platelet Count	$
103	Potassium	$
104	PreGen-Plus	$
105	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella	$
106	Prolactin	$
107	Prothrombin Time (PT)	$
108	PSA	$
109	PTT Activated	$
110	RBC Count	$
111	Renal Function Panel	$
112	Rheumatoid Arthritis Factor	$
113	RPR	$
114	RPR Titer	$
115	RPR with reflex to titer & confirmatory testing	$
116	RPR (Monitor) with Reflex to Titer (without confirmations)	$
117	RPR (DX) Refelx FTA-ABS	$
118	Rubella Antibodies, IgG.	$
119	Sed Rate, Westergren	$
120	Stat Assay 1	$
121	Stat Assay 2	$
123	Stool Culture	$
124	Surpath (Liquid pap smear) includes HPV, GC/Chlamydia	$
125	Surpath Pathology if pap smear abnormal	$
126	Surpath with CT/GC (out of the vial)	$
127	Thin Prep Pap Test	$
128	T_3 Uptake	$
129	T-4 (Thyroxine)	$
130	T-4 Free	$
131	Testosterone	$
132	Throat, Beta-Hemolytic Strep Cult, Group A.	$
133	Thyroid Cascade Profile	$
134	Thyroid panel	$
135	Thyroxine (T_4)	$
136	Total Electrophoresis	$
137	Total Iron and TIBC	$
138	Tp Rand (U) W/Creat	$
139	Triglycerides	$
140	TSH, 3rd generation	$
141	TSH	$
142	TSH with Reflex to Free T4	$
143	Ua, Complete	$
144	UA.	$
145	Upper Respitory Culture, Routine	$
146	Uric Acid	$
147	Urinalysis (Microscopic on Positives)	$
148	Urine Culture, Routine. Urine Culture (& Sensitivity), Routine	$
149	Urine, complete	$
150	Uric Acid	$
151	Valporic acid levels	$
152	Valproic Acid	$
153	VDRL.	$

154	Vitamin B-12	$
155	WBC Count	$
156	WBC Differential	$

BIDDER'S INFORMATION:

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

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services

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 shall name Hidalgo County as **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

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.

INSURERS AFFORDING COVERAGE

INSURED

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 THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

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

SAMPLE

Insurance Requirement 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)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.
2. Bonds (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. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
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

OFFICE USE ONLY
Date Received

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.

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

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

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

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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 (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ 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]

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

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

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.

Certification
Regarding Debarment, Suspension and Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

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

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-288-00-00

THIS CONTRACT is made and entered into this ____ Day of _____, **2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **"LABORATORY SERVICES",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

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

2. Company hereby promises and agrees to render and provide, during the

term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications described in Exhibits A and B within Hidalgo County following a request for Services by the Commissioners Court or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____, **2014** and ending on _____, **2015** and may be extended at the sole discretion of County for an additional two (2)-one (1) year periods at the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.

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

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

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Services provided for in this Contract, the Company agrees to pay the County the amounts as specified in Exhibit "B" as attached hereto and payable against sequentially numbered detailed manifest or invoices for each collection submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Department User, within thirty (30) days of submitting such weight tickets. Contract number to be referenced on each manifest or invoices.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

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

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

If to County: **The County of Hidalgo**
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company: _____

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

14. 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 without cause by County with thirty day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be

enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

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

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

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen Crain

APPROVED BY COMMISSIONERS COURT:_____

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "C"
INSURANCE REQUIREMENTS

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"
Bid Page
HIDALGO COUNTY (all funding sources)
"LABORATORY SERVICES"
BID No. 2014-288-10-01-MEG

OPENED 10/9/14 @ 9:45am Witnessed

FOR INTERNAL USE ONLY
(NIGP commodity codes)
948-55-50 Medical Services; Physical Exam
948-55-83-Tests, Clinical Laboratory, Non-Drug Screenings;
948-55-84-Tests, Clinical Laboratory, Drug Screenings

Item #	DIAGNOSTIC PROCDURES	UNIT COST
1	ABO and Rh	$ 11.00
2	Accult Blood, Feces	$ 40.00
3	Acute Hepatitis Panel	$ 40.00
4	AFB Smear and Culture w/ Susceptibilities	$ 30.00
5	Affirm (Trich, G. Vaginalis, Candida)	$ 38.00
6	Aerobic Bacterial Culture	$ 22.00
7	Amylase	$ 9.00
8	Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed	$ 7.00
9	Antinuclear Antibodies. *Results*	$ 9.00
10	Aspergillosis Immunodiffussion	$ 50.00
11	B_{12} and Folate	$ 15.00
12	Bacterial Vaginosis/Baginitis (Trich, G. Vaginalis, & Candida)	$ 38.00
13	Basic Metabolic Panel	$ 7.00
14	BUN	$ 3.00
15	Carbamazipine levels	$ 15.00
16	CBC w Diff w/ Plt.	$ 6.00
17	CBC w Diff w/o Plt.	$ 6.00
18	CBC w/ diff and platelets.	$ 6.00
19	CBC w/o Diff w Plt.	$ 6.00
20	CBC w/o Diff w/o Plt.	$ 6.00
21	CD4 Count	$ 50.00
22	CEA.	$ 75.00
23	Chem 24	$ 8.00
24	Chlamydia/GC DNA Probe w/confirmation on positives.	$ 18.00
25	Chlamydia/GC (out of vial)	$ 18.00
26	Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives	$ 18.00
27	Chlamydia/GC DNA Probe w/out confirmation.	$ 18.00
28	Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives	$ 18.00
29	Cholesterol Total	$ 4.00
30	Ck,Total	$ 8.00
31	Comp Metabolic Panel	$ 8.00
32	Creatinine.	$ 4.00
33	24hr. Creatinine Clearance	$ 7.00
34	Cult, Campylobac	$ 50.00
35	Culture, Aerob/Anaer	$ 45.00
36	Cultures (wound and urine)	$ 44.00
37	Culture (& Sensitivity)- Wound	$ 22.00
38	Digoxin.	$ 17.50
39	Dilantin levels	$ 17.00
40	Draw Fee, Psc Spec	$ N/A
41	Drug screens (serum and urine)	$ 25.00
42	Electrolyte Panel	$ 4.00
43	Eosinophil Ct, (B)	$ 30.00
44	Fecal Fat, Qual	$ 30.00
45	Fecal Globin by Immuniochemistry (FOB)	$ 45.00

EXHIBIT "B"
Bid Page
HIDALGO COUNTY (all funding sources)
"LABORATORY SERVICES"
BID No. 2014-288-10-01-MEC

OPENED 10:00 AM 4 Jan
Witnessed

46	Fecal Leukocyte Stn	$	25.00
47	Ferritin	$	4.00
48	FSH and LH.	$	16.00
49	Fungus Culture	$	40.00
50	Fungal CF Panel	$	250.00
51	Genital Culture, Routine	$	20.00
52	Giardia Ag Detection	$	25.00
53	Glucose Gestational Screen 50 Gram	$	6.00
54	Glucose, Plasma	$	3.00
55	Glucose Serum	$	4.00
56	Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams	$	17.50
57	Group B Strep Colonization Detection Cult/DNA Probe	$	12.50
58	H & H	$	3.50
59	hCG, Beta Subunit, Qual	$	8.00
60	HCG, Beta Subunit, qualitative	$	8.00
61	hCG, Beta Subunit, Quant	$	8.00
62	HCG, Beta Subunit, quantitative	$	8.00
63	Hdl-Cholesterol	$	3.50
64	Helicobacter pylori lgG.	$	20.00
65	Hematocrit	$	3.50
66	Hemoglobin A1C w/MBG	$	8.00
67	Hemoglobin	$	3.50
68	Hep A Igm Ab	$	10.00
69	Hepatic Function Panel	$	5.00
70	Hepatitis B Surface Antibody	$	10.00
71	Hepatitis B Surface Antigen	$	10.00
72	Hepatitis B Surface Antigen with confirmation	$	10.00
73	Hepatitis C Antibody	$	10.00
74	Herpes Culture	$	20.00
75	Hgal c.	$	?
76	HIV-1 Antibodies	$	12.00
77	HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex)	$	12.00
78	HIV Western Blot, if HIV positive	$	40.00
79	HIV-2 Antibody EIA if Western Blot positive	$	12.00
80	HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive	$	40.00
81	H-pylori	$	20.00
82	H. Pylori (serum)	$	100.00
83	HPV Genotypes 16, 18	$	40.00
84	HPV High Risk	$	40.00
85	Hsv 1/2 Herpeselect	$	31.00
86	HSV ½	$	31.00
87	Iron and IBC	$	7.00
88	Iron, Total & Ibc	$	7.00
89	Lead	$	8.00
90	Lipid Panel	$	9.00
91	Lithium levels	$	8.50
92	Liver enzyme panel	$	5.00
93	Magnesium	$	30.00
94	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)	$	45.00
95	Maternal Serum Screen 5 (Penta)	$	350.00
96	Myoglobin	$	75.00
97	Myoglobin (U)	$	75.00
98	New Born Screening	$	?
99	Occult Blood	$	40.00

EXHIBIT "B"
Bid Page
HIDALGO COUNTY (all funding sources)
"LABORATORY SERVICES"
BID No. 2014-288-10-01-MEG

OPENED 10/6/14 @ 4:50 Witnessed

100	Ova & Parasites	$ 18.00
101	Phenytoin	$ 17.00
102	Platelet Count	$ 3.50
103	Potassium	$ 3.50
104	PreGen-Plus	$?
105	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella	$ 52.00
106	Prolactin	$ 10.00
107	Prothrombin Time (PT)	$ N/A
108	PSA	$ 12.00
109	PTT Activated	$ N/A
110	RBC Count	$ 3.50
111	Renal Function Panel	$ 5.50
112	Rheumatoid Arthritis Factor	$ 7.50
113	RPR	$ 5.00
114	RPR Titer	$ NC
115	RPR with reflex to titer & confirmatory testing	$ 5.00
116	RPR (Monitor) with Reflex to Titer (without confirmations)	$ 5.00
117	RPR (DX) Refelx FTA-ABS	$ 5.00
118	Rubella Antibodies, IgG.	$ 7.50
119	Sed Rate, Westergren	$ N/A
120	Stat Assay 1	$ 10.00
121	Stat Assay 2	$ 10.00
123	Stool Culture	$ 12.50
124	Surpath (Liquid pap smear) includes HPV, GC/Chlamydia	$ 75.50
125	Surpath Pathology if pap smear abnormal	$ 7.00
126	Surpath with CT/GC (out of the vial)	$ 35.50
127	Thin Prep Pap Test	$ 18.00
128	T_3 Uptake	$ 5.00
129	T-4 (Thyroxine)	$ 4.00
130	T-4 Free	$ 4.50
131	Testosterone	$ 17.50
132	Throat, Beta-Hemolytic Strep Cult, Group A.	$ 25.00
133	Thyroid Cascade Profile	$ 15.00
134	Thyroid panel	$ 8.50
135	Thyroxine (T_4)	$ 4.00
136	Total Electrophoresis	$ 100.00
137	Total Iron and TIBC	$ 7.00
138	Tp Rand (U) W/Creat	$ 8.00
139	Triglycerides	$ 3.50
140	TSH, 3rd generation	$ 6.50
141	TSH	$ 6.50
142	TSH with Reflex to Free T4	$ 7.50
143	Ua, Complete	$ 5.00
144	UA.	$ 5.00
145	Upper Respitory Culture, Routine	$ 125.00
146	Uric Acid	$ 4.00
147	Urinalysis (Microscopic on Positives)	$ 5.00
148	Urine Culture, Routine. Urine Culture (& Sensitivity), Routine	$ 22.00
149	Urine, complete	$ 22.00
150	Uric Acid	$ 4.00
151	Valporic acid levels	$ 12.00
152	Valproic Acid	$ 12.00
153	VDRL.	$ 10.00

154	Vitamin B-12	$	6.18
155	WBC Count	$	17.00
156	WBC Differential	$	N/C

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: Center for Disease Detection

ADDRESS: 11603 Crosswinds Way, Suite 100

CITY/STATE/ZIP CODE: San Antonio, TX 78233

PHONE & FAX NO'S: 210-590-3033 / 210-590-3121

CELLULAR NO:

E-MAIL ADDRESS: mike.kossman@cddmedical.com

AUTHORIZED SIGNATURE: M. E. Kossman

PRINTED NAME: Michael E. Kossman

TITLE Sales Manager

OPENED
10/01/14
9:45 am
Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2014

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	Dyer Insurance Agency Inc P. O. Box 1537 1018 Ridge Rd Rockwall TX 75087
CONTACT NAME:	Don Dyer
PHONE (A/C, No, Ext):	(972) 771-8301 FAX (A/C, No): (972) 771-8889
E-MAIL ADDRESS:	Don@Dyerinsurance.com
PRODUCER CUSTOMER ID #:	5010
INSURED	Center For Disease Detection LLC PO Box 659509 San Antonio TX 78265-
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	America First Insurance Company
INSURER B :	Texas Mutual Insurance Company
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			01CI639784-3	09/20/2014	09/20/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
X	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
X	HIRED AUTOS							$
X	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF-0001242509-2014	09/10/2014	09/10/2015	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

2008 Ford Econoline Van #1FTNE14W98DB4988

County of Hidalgo shall be named as additionaal insured on all commercial liability policies.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
2812 S Highway Bus. 281
Edinburg TX 78539-

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.

AUTHORIZED REPRESENTATIVE

AI 006572

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CENTER1 : DR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 10/15/2014

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 T R Insurance Group, Inc. 346 E. Main St, P.O.Box 26070 Collegeville, PA 19426 TR Insurance Group	CONTACT NAME: Deborah Riegner PHONE (A/C, No, Ext): 610-489-6911 FAX (A/C, No): 610-489-9619 E-MAIL ADDRESS: Driegner@trinsurance.com
INSURED Center for Disease Detection, LLC P.O. Box 659509 San Antonio, TX 78265-9509	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Columbia Casualty Co INSURER B : 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR	X		HMA4032027578	10/13/2014	10/13/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER							$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE	$
							AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional liab			HMA4032027578	10/13/2014	10/13/2015	claim	1,000,000
							aggregate	3,000,000

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

Coungy of Hidalgo is additional insured for general liability.

CERTIFICATE HOLDER

HIDALG1

Hidalgo County
Purchasing Dept
2812 S Highway Bus 281
Edinburg, TX 78539

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.

AUTHORIZED REPRESENTATIVE

Randolph H Riegner

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Insurance

From : Steve Crain <scrain@atlashall.com> Tue, Oct 21, 2014 03:26 PM

Subject : RE: Insurance

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Good to go.

-----Original Message-----
From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, October 21, 2014 2:00 PM
To: Steve Crain
Subject: Re: Insurance

Mr. Crain;
Attached is what the vendor provided as far as general liability.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Tuesday, October 21, 2014 12:41:36 PM
Subject: RE: Insurance

Do we have the general liability certificate?

-----Original Message-----
From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, October 21, 2014 10:20 AM
To: scrain
Cc: Elena Gomez
Subject: Fwd: Insurance

Good Morning Mr. Crain;
Attached is the revised insurance accord referencing the scheduled auto as indicated by the vendor below. This is for the review for approval of Contract #C-14-288-10-28 with Center for Disease Detection.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

----- Forwarded Message -----

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Insurance

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Tue, Oct 21, 2014 10:19 AM

Subject : Fwd: Insurance 1 attachment

To : scrain <scrain@atlashall.com>

Cc : Elena Gomez <elena.gomez@co.hidalgo.tx.us>

Good Morning Mr. Crain;
Attached is the revised insurance accord referencing the scheduled auto as indicated by the vendor below. This is for the review for approval of Contract #C-14-288-10-28 with Center for Disease Detection.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 785339
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

----- Forwarded Message -----
From: "Georgia Hutnyak" <georgia.hutnyak@cddmedical.com>
To: "evangelina garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Tuesday, October 21, 2014 7:45:33 AM
Subject: Insurance

Please see attached -

Georgia Hutnyak

> Mr. Hutnyak;
> That needs to be listed on the insurance accord.
>
> Please have the insurance company add that information to the insurance accord and remit back to us.
>
> Thank you;
>
>
> Vangie Y. Garcia, Contract's Manager
> Hidalgo County Purchasing Department
> 2812 S. Business Hwy. 281
> Edinburg, Texas 785339
> Email: evangelina.garcia@co.hidalgo.tx.us
> Phone: 956-292-7000-Ext. 4856
>
> Evangelina,
>
> We have one vehicle that is used specifically for picking up specimen at the San Antonio Airport.
>
> Ford Econoline Van, 2008
>
> Please let me know if you need any other information.
>
> Regards,

APPROVED

AI-46788 **Purchasing Department 43. A. 1.**

CC - REGULAR

Meeting Date: 10/28/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for award by CC of sole responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements including approval of the contract for: RFB titled: Hidalgo County (for all funding sources) Laboratory Services through project No.: 2014-288-10-01-MEG

BACKGROUND

1. Contract expires on November 29, 2014
2. Contract will commence on November 30, 2014

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-002-0-339

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-32-330-001-0-331

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

various accounts (county wide)

Attachments

tab sheet

Recommendation from depts and resolution letter

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/21/2014 09:40 AM

Purchasing Department	Marty Salazar	10/21/2014 09:40 AM
Budget & Management		
Auditor's Office		
Form Started By: Elena Gomez		Started On: 10/01/2014 12:36 PM

F. **Budget Appropriations:**

1. **AI-47031** Constable Precinct No. 1 (1100):
A. Approval of Certification of Revenues by the County Auditor.
B. Approval of 2014 appropriation of funds for the Constable Precinct No. 1 in the amount of $11,238.75 to fund the repairs for a vehicle (unit #101) that was involved in an accident on 09/10/14.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval of Items A and B.

Vote: 3 - 0 - Unanimously

2. **AI-46874** Constable Precinct No. 4 (1100):
A. Approval of Certification of Revenues by the County Auditor.
B. Approval of 2014 appropriation of funds for the Constable Precinct No. 4 in the amount of $1,670.67 to fund the repairs for vehicle (unit # 418) that was involved in accident on 08/15/14.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval of Items A and B.

Vote: 3 - 0 - Unanimously

22. **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. **Hidalgo County**

1. **AI-47150** Presentation for discussion,consideration, action and/or approval to request authority to advertise an RFP (Request for Proposals for "Professional Energy Consulting Services" for Hidalgo County with approval of procurement packet (i.e., specifications/requirements, legal notice and draft requirement agreement etc.) as attached hereto including the authority to re-advertise project in the event that no reponses are received and/or are rejected and project is still required.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

2. **AI-46788** Presentation for award by CC of sole responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements including approval of the contract for: RFB titled: Hidalgo County (for all funding sources) Laboratory Services through project No.: 2014-288-10-01-MEG

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS , seconded by