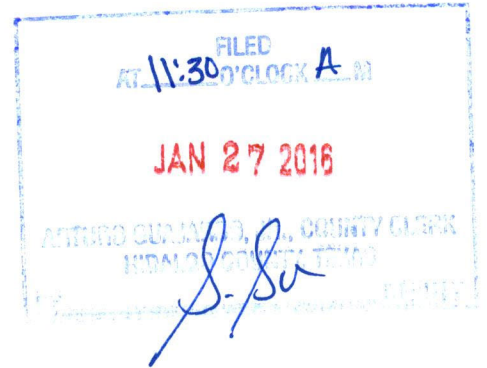


THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**SERVICE CONTRACT  
C-16-024-01-05**



THIS CONTRACT is made and entered into this 05<sup>th</sup> day of January, 2016 by and between the **County of Hidalgo**, Texas ("County"), and **Lab Services, INC** (Company").

WHEREAS, Company responded to request for bids for **"Drug and Alcohol Testing Services" (on an as needed basis)** (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 agrees that this Contract is entered into in order to provide the Service to locations within 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 within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). 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 beginning **January 11 , 2016 (on an as needed basis)** and ending **January 10 , 2018** and may be extended at the sole discretion of County for an additional two (2)-one (1) year terms, 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 Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto

payable against written invoice submitted by Company.

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

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

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

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

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

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

If to County:           **The County of Hidalgo**

**Attn: County Judge  
100 E. Cano St. 2<sup>nd</sup> Floor  
Edinburg, Texas 78539**

If to Company      **Lab Services, INC  
Attn: Ricardo Gaytan Jr.  
2031 E. Griffin Parkway  
Mission, Texas 78572**

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 by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. 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.

17. 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.

18. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through

any agent or representative) any 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.

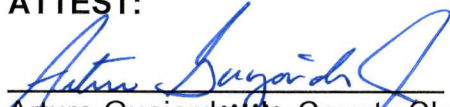
19. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the 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. 1995).

20. 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 \_\_\_\_\_, 2016.

**COUNTY OF HIDALGO**

**ATTEST:**

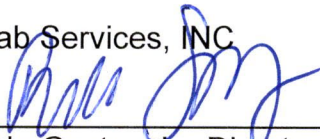
  
\_\_\_\_\_  
Arturo Guajardo, County Clerk

By:   
\_\_\_\_\_  
Ramon Garcia, County Judge



APPROVED BY  
COMMISSIONERS' COURT  
ON: 1/5/16 

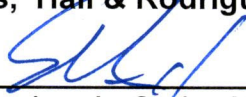
COMPANY:

By: Lab Services, INC  
  
\_\_\_\_\_  
Ricardo Gaytan Jr., Director

Approved by Commissioners Court on: **January 05, 2016**

**APPROVED AS TO FORM:**

**Atlas, Hall & Rodriguez L.L.P.**

By:   
\_\_\_\_\_  
Stephen L. Crain, Attorney

**EXHIBIT “A”  
REQUEST FOR BIDS (RFB)  
PROCUREMENT PACKET**



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

December 23, 2015

Re: Addendum No. 1

RFB No: 2016-024-01-04-YZV

***Hidalgo County – “Drug & Alcohol Testing for H. C. Employees”***

Dear Bidder:

Attached you will find **ADDENDUM NO. 1**, in connection with “**HIDALGO COUNTY**” Request for Bids (RFB) for **“Drug & Alcohol Testing for H. C. Employees”**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

**Acknowledge receipt of ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 x-4881.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for ***Hidalgo County – “Drug & Alcohol Testing for H. C. Employees”***

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY: \_\_\_\_\_  
ADDENDUM NO 1  
ACKNOWLEDEMENT OF RECEIPT

\_\_\_\_\_  
Print Name

MLS/yzv  
Enclosures

**ADDENDUM NO. 1**  
**DECEMBER 23, 2015**

**RFB No. 2016-024-01-04-YZV**  
***Hidalgo County***

**“Drug & Alcohol Testing for H. C. Employees”**

**PLEASE NOTE THE FOLLOWING CHANGES:**

1. REPLACE EXHIBIT “A” with attached **REVISED EXHIBIT “A”** (Specifications)-consisting of four (4) pages.
2. REPLACE EXHIBIT “B” with attached **REVISED EXHIBIT “B”** (Bid Page)-consisting of two (2) pages.

Please add this Addendum No 1 to your Request for Bids packet (RFB) so as to permit your company to submit a complete packet.

I, \_\_\_\_\_, acknowledge receipt of ADDENDUM NO. 1 dated, December 23, 2015 ***RFB NO.:2016-024-01-04-YZV- Hidalgo County -“Drug & Alcohol Testing for H. C. Employees”***

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR RFP PACKET.**

**REVISED -EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"**  
**(All Funding Sources, Programs and Entities)**  
**BID NO. 2016-024-01-04-YZV**

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The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

**GENERAL**

1. HIDALGO COUNTY is seeking bids from qualified firms for the purpose of performing drug and alcohol testing services including but not limited to, collecting and analyzing urine specimens for random and new hire drug and alcohol testing for Hidalgo County employees "ON AN AS NEEDED BASIS."
2. The Hidalgo County Drainage District No. One Board of Directors may, at their option, utilize the professional services Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. One. Should the Board of Directors of Hidalgo County Drainage District No. One decide the firm(s) selected as the one(s) selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District No. One the same terms and provisions as it/they offer(s) Hidalgo County under the service agreement(s).
3. The Head Start Program –Head Start Policy Council may, at their option, utilize the professional services Provider(s) selected by Hidalgo County for Hidalgo County Head Start Program. Should the Head Start Program -Policy Council Members decide the firm(s) selected as the ones(s) selected by Hidalgo County, the Provider(s) shall offer Head Start Program the same terms and provisions as it/they offer(s) Hidalgo County under the service agreement(s).
4. The services shall be mandated by the Omnibus Transportation Testing Act of 1991, the United States Department of Transportation (USDOT), the Drug Free Workplace Act on alcohol and drug misuses and shall be in accordance with any applicable Federal, State and/or Local Laws.
5. The Vendor will administer all aspects of the drug and alcohol testing process to meet all applicable requirements to the County of Hidalgo Drug and Alcohol Policy.

**SCOPE OF SERVICES:**

1. Vendor shall notify Hidalgo County of any changes in Federal requirements with respect to the regulations of Services provided herein.
2. Vendor **shall** have **multiple** centralized location(s) **within Hidalgo County** to conduct Random Drug Testing at site(s), **as requested by Hidalgo County**.
3. Vendor **maybe required to** perform **services, including**, pre-employment Alcohol & Drug Testing at H.C. Human Resource Facility located in, Edinburg, Texas and/or various locations throughout Hidalgo County.
4. Vendor shall perform collection of; but may not necessarily limited to, urine and breath samples by certified staff, in accordance with NIDA standards and US DOT and/or County policy.
5. Vendor shall have the ability to conduct Services in accordance to the County of Hidalgo Drug and Alcohol Policy including but not limited to:
  - a. Post offer, pre-employment screening to all new employees safety-sensitive positions only;
  - b. Post employment transfer, promotion and/or reassignment to safety sensitive position;
  - c. Reasonable Suspicion;
  - d. Employee found in possession of drugs and/or alcohol;

- e. Employee returning to work after a leave of absence of 45 days or more- safety-sensitive positions only;
  - f. Post accident and/or critical near miss;
  - g. Random Testing for safety-sensitive positions should already include CDL drivers.
6. Vendor shall provide this drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) as may be required by US DOT.
  7. The service provider will assure security and validity of urine collections maintenance of a proper and documented chain of custody for the specimens and accurate records thereof in compliance with 49 CR Part 40 for US DOT required specimens.
  8. Establish and maintain clear, well-documented accessing, quality control and confidentiality procedures.
  9. The initial screen test must be conducted using an evidential breath testing device (EBT) or a non-evidential alcohol screen device (ASD) using breath. The confirmatory test can only be conducted using an EBT.
  10. **RANDOM DRUG AND ALCOHOL TESTING** – The County will require approximately 50% random drug and alcohol testing for employees who are required to possess a CDL to perform their job duty and/or every employee working in a job classified as a safety-sensitive position to be performed on a monthly and/or quarterly basis and shall meet US DOT regulations. Safety sensitive positions are located in various departments countywide. Vendor shall provide a description of the work plan and the methods to be used that will demonstrate what the vendor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The vendor shall specify the test procedures that will be utilized. **The vendor shall also include a plan for performing random testing at vendor's location; however, Hidalgo County reserves the right to request random testing at and/or multiple locations simultaneously.**

Before notification of a positive test result (other than alcohol), on any/all employees regardless of job description and duties, the readings shall be referred to a Medical Review Officer (MRO) for review to concur with the test results, as to eliminate any doubt or possibility that the readings were a result of medication obtained within policy parameters.

11. Vendor shall provide Reasonable Suspicion training certification to designated County employees and shall provide complete description of the training and consultation services offered on an as needed basis.
12. **Awarded Vendor shall hand deliver positive result to Hidalgo County Human Resources Department at 208 W. Cano Street, or Hidalgo County Administration Building, 2802 S. Business Highway 281, Edinburg, Texas, Attn: Caryn Cruz.**
13. **Negative results may be emailed to, Hidalgo County Human Resources Department to, [caryn.cruz@co.hidalgo.tx.us](mailto:caryn.cruz@co.hidalgo.tx.us), thereafter, negative results will be hand delivered to the Hidalgo County Human Resources Department at 208 W Cano Street, or the Hidalgo County Administration Building, 2802 S. Business Highway 281, Edinburg, Texas after review by MRO as soon as test becomes available.**
14. Test results other than "stat" shall be performed and results returned after review by MRO as they become available. Results will not be divulged in any form to anyone other than to those designated authorized County representatives. At all times HIPPA requirements will be fully complied with.

15. Statistical reports of test results may be requested from the vendor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated County representative.
16. Effective October 01, 2010, the County of Hidalgo, Texas Commissioners adopted the United States Department of Transportation Standards for;
  - Alcohol and detectable level,
  - Type of Drug (substance) and detectable levels.
17. Vendor shall possess capability for collection of urine samples and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations 24 hours a day, 7 days a week. Pre-employment and Random Testing will require the capability of testing as needed by the Human Resources Department.
18. Vendor shall be able to respond after hours and weekends.
19. **QUALIFICATIONS OF THE VENDOR** – Shall remain current on testing and medical standards for all services to be performed as a result of this contract. Vendor shall provide the County Purchasing Department with all licenses and certificates (if applicable) when they are renewed.
20. Vendor shall provide all chain of custody forms, supplies, and equipment necessary to collect analyze and store urine specimens for both US DOT and NON DOT collections.
21. Drug testing according to Federal Guidelines. Bid shall include an individual and a total test fee(s). Bid shall indicate fee(s) for urine and breath tests as requested on Bid Page (Exhibit "B").
22. **TESTING SITE**– Vendor shall be available on an as needed basis to provide services in *EASTERN* (Precinct No. 1) *CENTRAL* (Precinct No. 2 or 4) and *WESTERN* (Precinct No. 3) Hidalgo County including a locked, secured box, etc. for private articles where applicable.

## **TERMS AND CONDITIONS**

1. **CONTRACT TERM** – This Contract shall be for a period of two (2) years, and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.
2. **REFERENCES** - Submit a minimum of five (5) references that include, company names, addresses, contract persons and telephone numbers for the contact persons, who can verify your performance as a vendor with Government Entities in the State of Texas. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.
3. Vendor must have been in business within the past five (5) years.
4. Hidalgo County will seek purchases/services from State awarded vendors whenever it is, its best interest to do so.
5. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
6. Any contract awarded to a successful bidder will be in effect until;

- The contract expires
  - Delivery acceptance of products and/or performance of services ordered, or
  - Terminated by County with thirty (30) days written notice prior to the cancellations.
7. Hidalgo County reserves the right to award the bid to ONE OR MULTIPLE bidders if the County determines it is in its best interest to do so.
  8. **INSURANCE REQUIREMENTS** for this project to be maintained though out the contract term (Refer to limits in Exhibit "C").
  9. 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.
  10. **INDEMNIFICATION** – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.
  11. All applicable forms in this packet shall be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

**ADDITIONAL INFORMATION:**

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 OR VIA E-MAIL TO. [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) by NO LATER THAN, **Monday, December 28, 2015 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Wednesday, December 30, 2015 by 5:00 P.M.**

**REVISED-EXHIBIT "B"**

**Bid Form-RFB 2016-024-01-04-YZV**

**HIDALGO COUNTY**

**"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"**

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification

**DRUG AND ALCOHOL TESTING SERVICES:**

SPECIFIC TEST		COST PER TEST		RESPONSE - TIME (DAYS/HOURS)	
		DOT	NON-DOT	NEGATIVE	POSITIVE
Drug Testing Services	PANEL 5	\$	\$		
Alcohol Testing Services	Initial Test	\$	\$		
	Post Accident	\$	\$		
	Confirmation Test	\$	\$		

**TRAINING SERVICES FEE:**

TECHNICAL ASSISTANCE	HOURLY FEES
Employee Training	\$
Reasonable Suspicion Training	\$

**PROFESSIONAL ASSISTANCE SERVICES:**

	DOT	NON-DOT
<u>Medical Review Officer (MRO)</u>	\$	\$

**LOCATIONS:**

Include with your bid submittal a list of all locations in Hidalgo County with address, city , telephone number and facility hours.


**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**ACKNOWLEDGMENT FORM**

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

BIDDER/COMPANY'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CELLULAR NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Enclosures

MLS/yzv  
Hidalgo County Purchasing Agent  
Martha L. Salazar, CPPB

Sincerely,

Department 956/318-2626.

If any further assistance is required, please do not hesitate to call the Purchasing

the bid process.

Hidalgo County Purchasing Department welcomes and appreciates your participation in

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

Dear Sir/Madam:

RE: Hidalgo County-Request for Bids – "Drug and Alcohol Testing for Hidalgo  
County Employees"  
RFB No 2016-024-01-04-YZV

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December 21, 2015

PURCHASING DEPARTMENT  
County Of Hidalgo



Enclosures

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County Of Hidalgo



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Dear Sir/Madam:

RE: Hidalgo County-Request for Bids – "Drug and Alcohol Testing for Hidalgo  
County Employees"  
RFB No 2016-024-01-04-YZV

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December 21, 2015

PURCHASING DEPARTMENT  
County Of Hidalgo



Enclosures

MLS/yzv  
Hidalgo County Purchasing Agent  
Martha L. Salazar, CPPB

Sincerely,

Department 956/318-2626.

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County Of Hidalgo



# 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: \_\_\_\_\_
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, 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

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

Yes  No

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

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

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

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

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

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

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

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

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

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

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

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
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.

<b>Sign Here</b>	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 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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.



with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). 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 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and may be extended at the sole discretion of County for an additional two (2)-one (1) year terms, 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 Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto

payable against written invoice submitted by Company.

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

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

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

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

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

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

If to County: **The County of Hidalgo**

**Attn: County Judge  
100 E. Cano St. 2<sup>nd</sup> Floor  
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 by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. 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.

17. 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.

18. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any 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. 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 ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the 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. 1995).

20. 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 \_\_\_\_\_, 2015.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
Arturo Guajardo, Jr. County Clerk

COMPANY:

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

Printed Name: \_\_\_\_\_

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

Approved by Commissioners Court on: \_\_\_\_\_

**APPROVED AS TO FORM:**

**Atlas & Hall, L.L.P.**

By: \_\_\_\_\_  
Stephen L. Crain

**EXHIBIT "B" VENDOR'S BID  
(BID TABULATION)**

**REVISED-EXHIBIT "B"**  
**Bid Form-RFB 2016-024-01-04-YZV**  
**HIDALGO COUNTY**

**"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"**

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification

**DRUG AND ALCOHOL TESTING SERVICES:**

SPECIFIC TEST		COST PER TEST		RESPONSE - TIME (DAYS/HOURS)			
		DOT	NON-DOT	NEGATIVE		POSITIVE	
				DOT	NON-DOT	DOT	NON-DOT
Drug Testing Services	urine - PANEL 5	\$ 22.00	\$ 20.00	24 hrs	1 hr	72 hrs	1 hr
Alcohol Testing Services	Initial Test	\$ 25.00	\$ 20.00	24 hrs	1 hr	72 hrs	1 hr
	Post Accident	\$ 25.00	\$ 20.00	48 hrs	1 hr	72 hrs	1 hr
	urine - Confirmation Test	\$ 33.00	\$ 20.00	72 hrs	24 hrs	72 hrs	24 hrs

**TRAINING SERVICES FEE:**

TECHNICAL ASSISTANCE	HOURLY FEES
Employee Training	\$ 69.00
Reasonable Suspicion Training	\$ 69.00

**PROFESSIONAL ASSISTANCE SERVICES:**

	DOT	NON-DOT
<b>Medical Review Officer (MRO)</b>	\$ 18.00	\$ 18.00

**LOCATIONS:**

Include with your bid submittal a list of all locations in Hidalgo County with address, city, telephone number and facility hours.

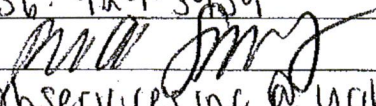
2031 E. GRIFFIN PKWY, MISSION TX 78572	* MAIN LOCATION ON-CALL 24/7 956-424-3000
2604 W. PECAN BLVD., McAllen TX 78501	* TRAINING CENTER M-F 8-5 PM 956-424-3000 OR 580-0055
2322 E. FREDDY GONZALEZ EDINBURG TX 78542	* COLLECTION CENTER M-F 8-5 PM 956-424-3000 - Pending contract
2990 N Texas Blvd Ste D Weslaco TX 78596	* COLLECTION CENTER M-F 8-5 PM 956-424-3000 - Pending contract

REVISED-EXHIBIT "B"

Bid Form-RFB 2016-024-01-04-YZV

HIDALGO COUNTY

"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

BIDDER /COMPANY'S NAME: LABSERVICES, INC.  
ADDRESS: 2031 E GRIFFIN PKWY  
CITY/STATE/ZIP CODE: MISSION TX 78572  
PHONE NUMBER: 956.424.3000  
CELLULAR NUMBER: 956.458.6353  
FAX NUMBER: 956.424.3939  
AUTHORIZED SIGNATURE:   
EMAIL ADDRESS: lab.services.inc@yahoo.com  
PRINTED NAME: RICHARD GAYTAN  
TITLE: DIRECTOR  
DATE: 12-29-15

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**ACKNOWLEDGMENT FORM**

**(THIS PAGE MUST BE SUBMITTED WITH BID)**

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

Producer  
Sandra Zamora Insurance Agency  
2013 N. CONWAY  
Mission Texas 78572

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend, or alter the coverage afforded by the policies below.

INSURERS AFFORDING COVERAGE		NAIC #
Insurer A:	COLONY INSURANCE CO.	
Insurer B:	PROGRESSIVE	
Insurer C:		
Insurer D:		
Insurer E:	TEXAS MUTUAL INSURANCE CO.	

Insured  
LAB SERVICES INC c/o Ricardo Gaytan JR  
2031 E GRIFFIN PARKWAY  
MISSION, TX 78572

**COVERAGES**

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

Insr Ltr	Add'l Insr	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	Limits	
A	X	<b>GENERAL LIABILITY</b>	MMS194735	01/12/2016	01/12/2017	Each Occurrence	\$1,000,000
		<input checked="" type="checkbox"/> Commercial General Liability				Damage to Rented Premises (Ea Occurrence)	\$ 50,000
		<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur				Med Exp (Any one person)	\$ 2,500
		<input checked="" type="checkbox"/> Professional Liability				Personal & Adv Injury	\$1,000,000
		SEVERAL AGGREGATE LIMIT APPLIES PER:			General Aggregate	\$3,000,000	
		<input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc			Products Comp/Op Agg	\$ INCLUDED	
		Fire Damage Limit					
B	X	<b>AUTOMOBILE LIABILITY</b>	02837646-0	01/14/2016	01/12/2017	Combined Single Limit (Ea Accident)	\$ 500,000
		<input type="checkbox"/> Any auto				Bodily Injury (Per person)	\$
		<input type="checkbox"/> All owned autos				Bodily Injury (Per accident)	\$
		<input checked="" type="checkbox"/> Scheduled autos				Property Damage (Per accident)	\$
		<input type="checkbox"/> Hired autos					
		<input type="checkbox"/> Non-Owned autos					
		96 GMC 1GKCS13W8TK524622					
		<b>GARAGE LIABILITY</b>				Auto only - Ea Accident	\$
		<input type="checkbox"/> Any auto				Other than Ea Acc	\$
						Auto only: Agg	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				Each Occurrence	\$
		<input type="checkbox"/> Occur <input type="checkbox"/> Claims Made				Aggregate	\$
		<input type="checkbox"/> Deductible					\$
		Retention \$					\$
E	X	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	58614928	01/14/2016	01/14/2017	<input type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other	
		Any proprietor/partner/executive officer/member excluded?				E.L. Each Accident	\$500,000
		If yes, describe under SPECIAL PROVISIONS below.				E.L. Disease-Ea Employee	\$500,000
						E.L. Disease-Policy Limit	\$500,000
		<b>OTHER</b>					

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

**CERTIFICATE HOLDER**  
Hidalgo County Purchasing Dept.  
2802 S BUS HWY 281, ADMIN BLDG  
EDINBURG, TX 78539

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-5149

Date Filed:  
01/23/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

LAB SERVICES INC  
MISSION, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

HIDALGO COUNTY PURCHASING DEPARTMENT - TEXAS

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

C-16-024-01-05 HIDALGO COUNTY  
Drug & Alcohol for H.C. Employees

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	LAB SERVICES INC	MISSION, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

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



*Ricardo Grayson Jr*

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE  
State of Texas County of Hidalgo  
Sworn to and subscribed before me, by the said LabServices Inc Ricardo Grayson Jr this the 25 day of Jan,  
20 16, to certify which, witness my hand and seal of office.

*Angiela M. Tagle*  
Signature of officer administering oath  
Notary

Angiela M. Tagle  
Printed name of officer administering oath  
Notary

Notary  
Title of officer administering oath



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

January 05, 2016

\_\_\_\_\_  
Lab Services, Inc.  
Bidder's name  
\_\_\_\_\_  
2031 E. Griffin Parkway  
Address  
\_\_\_\_\_  
Mission,  
City  
\_\_\_\_\_  
Texas 78572  
State, Zip Code

Re: **C-16-024-01-05**  
**HIDALGO COUNTY**  
**Request for Bids – “Drug & Alcohol Testing for H. C. Employees”**

Dear Mr. Gaytan:

In order to process the award of bid/contract resulting from this bid, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced bid/contract, you must complete Form 1295. You can find the 1295 form through the Texas Ethics Commission at the following website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

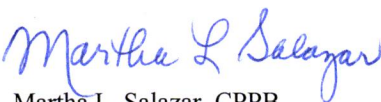
In box 3 of Form 1295, provide the C-16-024-01-05 as shown above. Once completed, Form 1295 must be signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to execute and finalize the contract presented and awarded by Hidalgo County Commissioners Court on January 05, 2016, the signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) on or before Monday, January 25, 2016. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

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/yzv  
Enclosures

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE** Date(mm/dd/yyyy)  
01/14/2016

Producer <b>Sandra Zamora Insurance Agency</b> 2013 N. CONWAY Mission Texas 78572	This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend, or alter the coverage afforded by the policies below.												
Insured LAB SERVICES INC c/o Ricardo Gaytan JR 2031 E GRIFFIN PARKWAY MISSION, TX 78572	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>Insurer A: COLONY INSURANCE CO.</td> <td></td> </tr> <tr> <td>Insurer B: PROGRESSIVE</td> <td></td> </tr> <tr> <td>Insurer C:</td> <td></td> </tr> <tr> <td>Insurer D:</td> <td></td> </tr> <tr> <td>Insurer E: TEXAS MUTUAL INSURANCE CO.</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	Insurer A: COLONY INSURANCE CO.		Insurer B: PROGRESSIVE		Insurer C:		Insurer D:		Insurer E: TEXAS MUTUAL INSURANCE CO.	
INSURERS AFFORDING COVERAGE	NAIC #												
Insurer A: COLONY INSURANCE CO.													
Insurer B: PROGRESSIVE													
Insurer C:													
Insurer D:													
Insurer E: TEXAS MUTUAL INSURANCE CO.													

**COVERAGES**

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

Insr Ltr	Add'l Insr	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	Limits
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Umbrella <input checked="" type="checkbox"/> Occur <input checked="" type="checkbox"/> Professional Liability <small>SEMI-AGGREGATE LIMIT APPLIED PER:</small> <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc	MMS194735	01/12/2016	01/12/2017	Each Occurrence \$1,000,000 Damage to Rented Premises (Ea Occurrence) \$ 50,000 Med Exp (Any one person) \$ 2,500 Personal & Adv Injury \$1,000,000 General Aggregate \$3,000,000 Products Comp/Op Agg <b>€ INCLUDE</b> Fire Damage Limit
B	X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input checked="" type="checkbox"/> Scheduled autos <input type="checkbox"/> Hired autos <input type="checkbox"/> Non-Owned autos	02837646-0	01/14/2016	01/12/2017	Combined Single Limit (Ea Accident) \$ 500,000 Bodily Injury (Per person) \$ Bodily Injury (Per accident) € Property Damage (Per accident) \$ Auto only - Ea Accident \$ Other than Ea Acc \$ Auto only: Agg \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> Any auto				Each Occurrence \$ Aggregate \$ \$ \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible Retention \$				Each Occurrence \$ Aggregate \$ \$ \$
E	X	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> Any proprietor/partner/executive officer/member excluded? If yes, describe under SPECIAL PROVISIONS below.	58614928	01/14/2016	01/14/2017	<input type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other E.L. Each Accident \$500,000 E.L. Disease-Ea Employee \$500,000 E.L. Disease-Policy Limit \$500,000
		<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

<b>CERTIFICATE HOLDER</b> Hidalgo County Purchasing Dept. 2802 S BUS HWY 281, ADMIN BLDG EDINBURG, TX 78539	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. Authorized Representative <b>SANDRA ZAMORA</b>
--	--

**Zimbra****maria.lumbreras@co.hidalgo.tx.us**

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**C-16-024-01-05-Lab Services**

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**From :** Yolanda Velasquez  
<yolanda.velasquez@co.hidalgo.tx.us>

Tue, Jan 26, 2016 03:33 PM

 1 attachment

**Subject :** C-16-024-01-05-Lab Services

**To :** Maria Lumbreras  
<maria.lumbreras@co.hidalgo.tx.us>

Good afternoon Ms. Lumbreras,

As requested, copy of legal's review and approval attached. At time of CC presentation of agenda item was **approved subject to legal review**. Also pending, was filing of Form 1295. When vendor complied with all vendor requirements, we forwarded contract to legal (yesterday) for signature.

If any questions, let me know.

Yolanda Velasquez, Buyer III  
Hidalgo County Purchasing Dept.

Tel: (956) 318-2626 ext. 4881

**[yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)**

**Legals-Approval.pdf**

52 KB

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1/15/16- CC video pending items.

1/26/16- requested information pending from Purchasing.  
(Yolanda Velasquez)

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**RE: C-16-024-01-05-Drug & Alcohol Testing for H.C. Employees-Lab Services INC**

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**From :** Steve Crain <scrain@atlashall.com> Fri, Jan 15, 2016 12:04 PM  
**Subject :** RE: C-16-024-01-05-Drug & Alcohol Testing for H.C. Employees-Lab Services INC  
**To :** 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

The contract is fine. ✓

-----Original Message-----

From: Yolanda Velasquez  
[mailto:yolanda.velasquez@co.hidalgo.tx.us]  
Sent: Friday, January 15, 2016 8:57 AM  
To: Steve Crain <scrain@atlashall.com>  
Subject: C-16-024-01-05-Drug & Alcohol Testing for H.C. Employees-Lab Services INC  
Importance: High

Good morning Mr. Crain,

Please review as to form.

Thanks

Yolanda Velasquez, Buyer III  
Hidalgo County Purchasing Dept.  
Tel: (956) 318-2626 ext. 4881  
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----

From: "Steve Crain" <scrain@atlashall.com>  
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>  
Sent: Wednesday, January 13, 2016 11:24:30 AM