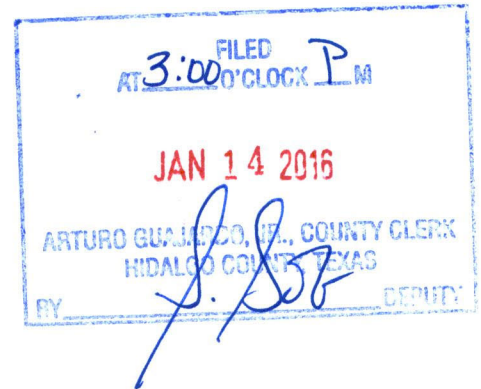


THE STATE OF TEXAS    §  
  §  
COUNTY OF HIDALGO   §

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



**THIS CONTRACT** is made and entered into this **5<sup>th</sup>** day of **January, 2016** by and between the **County of Hidalgo, Texas** ("County") and **Speights, Stinson, Cortinas and McDonald, LLC d/b/a The Center of Industrial Rehabilitation Services** ("Company").

**WHEREAS**, Company responded to notices for Request for Sealed Bids (RFB) for: "**Drug Testing Collection Services**" (**on an as needed basis**) (the "Services"); and

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

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

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

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

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within

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

3. This Contract shall be for a period of **two (2) years (on an as needed basis)**, commencing on **January 5, 2016** and expiring on **January 4, 2018** 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 sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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

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

written invoice submitted by Company.

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

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

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

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

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

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

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

If to Company: **Speights, Stinson, Cortinas and McDonald, LLC**  
d/b/a **The Center of Industrial Rehabilitation Services**  
Attn: Janie Olivarez, COO  
1401 South 6<sup>th</sup> Street  
McAllen, Texas 78501

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

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

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

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

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

18. **Entire Agreement.** This 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. **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.

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

WITNESS our hands in duplicate originals this 5<sup>th</sup> day of January, 2016.

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

By: [Signature]  
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

By: [Signature]  
Ramon Garcia, County Judge

**ATTEST:**

By: [Signature]  
Arturo Guajardo, Jr., County Clerk

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

**COMPANY: Speights, Stinson, Cortinas  
and McDonald, LLC d/b/a The Center of  
Industrial Rehabilitation Services**

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

Printed Name: Janie Olivares

Title: COO-Chief Operating Officer

# **EXHIBIT "A"**

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET



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

December 21, 2015

\_\_\_\_\_  
Participant's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

**Re: HIDALGO COUNTY SHERIFF'S OFFICE  
Request for Bids - "Drug Testing Collection Services"  
Bid No: 2016-024A-01-04-SMA**

Dear Participant(s):

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

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

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

Sincerely,

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

Enclosures



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

**REQUEST FOR BIDS (RFB)**  
*Hidalgo County Sheriff's Office*  
*"Drug Testing Collection Services"*  
*RFB NO: 2016-024A-01-04-SMA*

**Table of Contents**

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

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

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 21, 2015

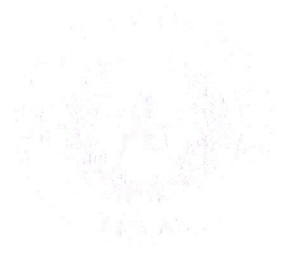
Date

<b>Bid No: 2016-024A-01-04-SMA</b>	<b>Buyer: Sandra Montalvo</b>	<b>Tel. No: (956) 318-2626</b>
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**REQUEST FOR BIDS**  
**HIDALGO COUNTY SHERIFF'S OFFICE**  
**“Drug Testing Collection Services”**  
**Bid No: 2016-024A-01-04-SMA-**

**BID OPENING DATE: January 04, 2016@ 9:30 a.m.**

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



Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE- "Drug Testing Collection 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. 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-2016-024A-01-04-SMA--Hidalgo County Sheriff's Office--"Drug Testing Collection Services"** and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, on or **before 9:30 a.m., Monday, January 04, 2016.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR **BIDS-2016-024A-01-04-SMA- Hidalgo County Sheriff's Office" Drug Testing Collection 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(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible 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

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references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
  - No deliveries accepted after 3:00 P.M., Monday-Friday.
  - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

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

**16. BILLING AND PAYMENT INSTRUCTIONS:**

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

Hidalgo County Sheriff's Office  
 711 El Cibolo Road  
 Edinburg Texas 78539  
 ATTN.: Juan Tapia  
 (956) 383-8114

**17. SCHEDULE OF EVENTS:**

**Bid Opening, 9:30 AM** January 04, 2016  
 Award of Contract \_\_\_\_\_, 2016  
 Commence Work or Deliver Products \_\_\_\_\_, 2016

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

**HIDALGO COUNTY SHERIFF'S OFFICE**  
**"Drug Testing Collection Services"**

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned 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 thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
Specifications/Requirements  
**Hidalgo County Sheriff's Office**  
***"Drug Testing Collection Services"***  
**Bid No. 2016-024A-01-04-SMA**

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HIDALGO COUNTY SHERIFF'S OFFICE (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug test collections for County employees on an as needed basis.

**SCOPE OF SERVICES:**

- 1) Contractor shall have ability to conduct a Drug and Alcohol Test Collection Program as required by local, state and federal laws and regulations.
- 2) Contractor shall perform collection of urine/blood samples by certified staff, in accordance with U.S. Department of Transportation (DOT) Standards and/or Hidalgo County Sheriff's Office policy and protocol for post-offer pre-employment and random drug tests as required.
- 3) Additional services include a certified Substance Abuse Professional, Breath Alcohol Technician and Medical Review Officer (M.R.O.).
- 4) Conduct post-offer pre-employment drug testing on all applicants, or post-employment transfer, promotion and or reassignment to safety-sensitive position.
- 5) Additional services include a certified Substance Abuse Professional, Breath Alcohol Technician and Medical Review Officer (M.R.O.).
- 6) Conduct post-offer pre-employment drug testing on all applicants, or post-employment transfer, promotion and or reassignment to safety-sensitive position.
- 7) Conduct testing when the department Head/Elected Official or personnel designated by the Department Head have reason to believe that an Employee on County property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of the Hidalgo County Sheriff's Office Drug and Alcohol policy.
- 8) Conduct testing when an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or other person.
- 9) Conduct testing when an employee returns to active duty employment after a leave of absence of forty-five days or more.
- 10) Conducts testing following an on-the-job injury requiring treatment from a physician or following a serious or potentially serious accident or incident, including near misses, in which: safety precautions were violated; unsafe instructions or orders were given; vehicle/equipment/property was damaged; or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances.

**EXHIBIT "A"**  
Specifications/Requirements  
**Hidalgo County Sheriff's Office**  
**"Drug Testing Collection Services"**  
**Bid No. 2016-024A-01-04-SMA**

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- 11) Service provider shall conduct random, unannounced drug and alcohol testing on employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position Note: The random rate for testing is subject to change based on the DOT standards.
- 12) Provide 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) and National Certified Addiction Counselor II (NCACII) as required by DOT. Copies of certifications should be submitted with bid response.
- 13) Conduct annual training for designated County employees on the Drug Free Workplace Act.
- 14) The service provider will insure proper and documented chain of custody during and after sample collection and testing.
- 15) **RANDOM DRUG AND ALCOHOL TESTING**– The County will require approximately 25% random drug and alcohol testing for employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position to be performed on a semiannual and/or an as needed basis. Safety sensitive positions are located in various areas of the Sheriff's Office.
- 16) The contractor must provide a description of the work plan and the methods to be used that will demonstrate what the contractor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The Contractor shall specify the test procedures that will utilized. The contractor must also include a plan for performing random testing at multiple locations simultaneously.
- 17) Positive results must be hand-delivered in a sealed confidential envelope to The Law Enforcement Center, 711 El Cibolo Road, Edinburg, TX 78542 attention Sgt. David Friedlein, Hidalgo County Sheriff's Office Public Integrity Unit. Negative results will be mailed or hand delivered in a sealed confidential envelope to same address.
- 18) Test results will not be divulged in any form to anyone other than to those designated authorized Sheriff's Office representatives.
- 19) Statistical reports of test results may be requested from the contractor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated Sheriff's Office representative.
- 20) Alcohol screening tests that conclude in a positive result may be confirmed with a second screening 15 to 30 minutes from the time of the first positive test.
- 21) Contractor must possess capability for collection of urine/blood samples as needed and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations

**EXHIBIT "A"**  
Specifications/Requirements  
**Hidalgo County Sheriff's Office**  
**"Drug Testing Collection Services"**  
**Bid No. 2016-024A-01-04-SMA**

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- 22) **QUALIFICATIONS OF THE CONTRACTOR** –Must remain current on testing and medical standards for all services to be performed as a result of this contract.
- 23) **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.
- 24) **BID PRICE** must include:
- a) A **per hour fee** where hours must be certified by assigned County Sheriff's Office representative at the time services are rendered,
  - b) Individual test charges (fees) for Panel 10, and test charge (fees) for the following, **Rohypnol, Alcohol and Ecstasy**. Bid price must indicate fees for urine, hair and blood test for all of the above tests, and
  - c) Bid price will also should include price per session including all materials for **Reasonable Suspicion Training, Drug Free Workplace Act** and any other **Drug testing related requested training**.
- 25) **BID AWARD** 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.
- 26) **CONTRACT TERM** –
- a) The term of the contract will be for a two (2) year period. The County reserves the option to extend the contract for two (2) additional one (1) year terms under agreement with the same terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.
  - b) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
  - c) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
- 27) Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.
- 28) Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications.

**EXHIBIT "A"**  
Specifications/Requirements  
**Hidalgo County Sheriff's Office**  
**"Drug Testing Collection Services"**  
**Bid No. 2016-024A-01-04-SMA**

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- 29) Vendor must provide and maintain proof of Automobile, General and Workers Compensation Insurances (Refer to Exhibit "C, Insurance Requirements).
- 30) 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.
- 31) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
- 32) Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.
- 33) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
- 34) **REFERENCES**-Submit a minimum of five (5) references that include, company names, addresses, contact persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.
- 35) **TESTING SITE**- Contracted vendor should be able to conduct on site and/or off site testing as requested by the Hidalgo County Sheriff's Office. Contractor must provide appropriate private local facility to conduct testing, including a locked, secured box, etc. for private articles where applicable.

**SPECIAL INSTRUCTIONS TO BIDDERS:**

*RIGHT TO AUDIT:*

Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Hidalgo County Sheriff's Office to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

**EXHIBIT "A"**  
Specifications/Requirements  
**Hidalgo County Sheriff's Office**  
***"Drug Testing Collection Services"***  
**Bid No. 2016-024A-01-04-SMA**

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If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County, the actual cost of the County's audit shall be paid by Contractor. Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

**ADDITIONAL INFORMATION:**

- 1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes ) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
- 2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.
- 3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA e-mail to [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than **WEDNESDAY, December 23, 2015 @ 5:00 p.m.**, Responses to said inquiries will be sent to all applicants via **email** no later than **5:00 p.m., WEDNESDAY, DECEMBER 30, 2015.**

**EXHIBIT "B"**

Bid Page

**Hidalgo County Sheriff's Office  
"Drug Testing Collection Services  
BID-2016-024A-01-04-SMA**

**1. PER HOUR FEES (LABOR)**

BUSINESS HOURS	FROM	TO	FEES
REGULAR			
PREMIUM			

SPECIFIC TEST	LEVEL ASSESSED (confirmation threshold)	ZERO LEVEL (screening threshold)	TURNAROUND TIME FOR RESULTS	
			NEGATIVE	NON-NEGATIVE
<i>PANEL 10 (individuals)</i>				
CANNABIS	Urine			
	Hair			
	Blood			
COCAINE	Urine			
	Hair			
	Blood			
AMPHETAMINES	Urine			
	Hair			
	Blood			
MORPHINE	Urine			
	Hair			
	Blood			
METHAMPHETAMINES	Urine			
	Hair			
	Blood			
PHENCYCLIDINE	Urine			
	Hair			
	Blood			
BENZODIAZEPINES	Urine			
	Hair			
	Blood			

**EXHIBIT "B"**

Bid Page

**Hidalgo County Sheriff's Office  
"Drug Testing Collection Services"  
BID-2016-024A-01-04-SMA**

<b>BARBITURATES</b>	Urine				
	Hair				
	Blood				
<b>METHADONE</b>	Urine				
	Hair				
	Blood				
<b>TRICYCLIC ANTIDEPRESSANTS</b>	Urine				
	Hair				
	Blood				

**2. TEST CHARGES**

SPECIFIC TEST		LEVEL ASSESSED (confirmation threshold)	ZERO LEVEL (screening threshold)	TURNAROUND TIME FOR RESULTS	
				NEGATIVE	NON-NEGATIVE
<b>ROHYPNOL</b>	Urine				
	Hair				
	Blood				
<b>ALCOHOL</b>	Urine				
	Hair				
	Blood				
<b>ECSTASY</b>	Urine				
	Hair				
	Blood				
<b>COMPLETE TEST COST (includes all of the above)</b>	Urine				
	Hair				
	Blood				

**3. TRAINING FEES: Training price per session**

<b>A</b>	<b>REASONABLE SUSPICION TRAINING</b>	<b>\$</b>
<b>B</b>	<b>DRUG FREE WORKPLACE ACT</b>	<b>\$</b>
<b>C</b>	<b>OTHER DRUG TESTING RELATED</b>	<b>\$</b>

**EXHIBIT "B"**

Bid Page

**Hidalgo County Sheriff's Office  
"Drug Testing Collection Services"  
BID-2016-024A-01-04-SMA**

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**LOCATIONS:**

List all locations in Hidalgo County, included with your bid submittal the address, city, and telephone number and facility hours.


**EXHIBIT "B"**

Bid Page

**Hidalgo County Sheriff's Office  
"Drug Testing Collection Services"  
BID-2016-024A-01-04-SMA**

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**BIDDER'S INFORMATION:**

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

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP CODE:

PHONE & FAX NO'S:

CELLULAR NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE

**EXHIBIT “C”**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or Services**  
**(other than Professional Services)**

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

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

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

**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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

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

# 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. Bond (if applicable) \_\_\_\_\_.

3. Certificates: \_\_\_\_\_.

4. Permits: \_\_\_\_\_.

5. Other: \_\_\_\_\_.

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**THIS FORM MUST ACCOMPANY BID PACKET**

## EXHIBIT "D"

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>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).</p> <p>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.</p> <p>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.</p>	<b>OFFICE USE ONLY</b>  Date Received: _____	
<b>1</b> Name of person who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> 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.)		
<b>3</b> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> 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?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business relationship with the local government officer named in this section.		
<b>4</b>		
_____ Signature of person doing business with the governmental entity		_____ Date

\*revised 05/29/2007

*(Copy of receipt and this form must be submitted with bid)*



# HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

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

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

(RETURN THIS PAGE WITH BID RESPONSE)

**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

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**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: \_\_\_\_\_

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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: \_\_\_\_\_

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**(RETURN THIS PAGE WITH BID RESPONSE)**

## Request for Taxpayer Identification Number and Certification

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

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

<b>Part I Taxpayer Identification Number (TIN)</b>																																		
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 <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="11" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="3" style="text-align: center;">-</td> <td colspan="4"></td> </tr> </table>	<b>Social security number</b>																						-				-						
<b>Social security number</b>																																		
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<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="11" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="3" style="text-align: center;">-</td> <td colspan="4"></td> </tr> </table>	<b>Employer identification number</b>																						-				-						
<b>Employer identification number</b>																																		
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<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

**Future developments.** The IRS has created a page on [www.irs.gov](http://www.irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

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

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

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

4. Certify that the FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Payments you receive will be subject to backup withholding if:

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

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

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

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

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

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

## Exemptions

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

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

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

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

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

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

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

<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.

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

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

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

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

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

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

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

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

**Part II. Certification**

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

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

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup>  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>*</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. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

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

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

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**EXHIBIT "B"**  
VENDOR'S BID PRICE

**EXHIBIT "B"**

Bid Page

**Hidalgo County Sheriff's Office  
"Drug Testing Collection Services"**

BID-2016-024A-01-04-SMA

<b>1. PER HOUR FEES (LABOR)</b>			
<b>BUSINESS HOURS</b>	<b>FROM</b>	<b>TO</b>	<b>FEES</b>
<b>REGULAR</b>	Mon-Fri 8:00 AM	5:00 PM	No Charge
<b>PREMIUM</b>	Mon-Fri 5:01 pm Sat-Sun All Day	7:59 am	35.00

SPECIFIC TEST	LEVEL ASSESSED (confirmation threshold)	ZERO LEVEL (screening threshold)	TURNAROUND TIME FOR RESULTS	
			NEGATIVE	NON-NEGATIVE
<i>PANEL 10 (individuals)</i>		10 panel DS Price \$ 28.00	Hair Test Price \$ 60.00	
CANNABIS	Urine	included in 10 panel	24 hrs	72 hrs
	Hair	included in 10 panel	24 hrs	72 hrs
	Blood	N/A	xxxxxxxxxxxxx	xxxxxxxxxxxxx
COCAINE	Urine	included in 10 panel	24 hrs	72 hrs
	Hair	included in 10 panel	24 hrs	72 hrs
	Blood	N/A	xxxxxxxxxxxxx	xxxxxxxxxxxxx
AMPHETAMINES	Urine	included in 10 panel	24 hrs	72 hrs
	Hair	included in 10 panel	24 hrs	72 hrs
	Blood	N/A	xxxxxxxxxxxxx	xxxxxxxxxxxxx
MORPHINE	Urine	included in 10 panel	24 hrs	72 hrs
	Hair	included in 10 panel	24 hrs	72 hrs
	Blood	N/A	xxxxxxxxxxxxx	xxxxxxxxxxxxx
METHAMPHETAMINES	Urine	included in 10 panel	24 hrs	72 hrs
	Hair	included in 10 panel	24 hrs	72 hrs
	Blood	N/A	xxxxxxxxxxxxx	xxxxxxxxxxxxx
PHENCYCLIDINE	Urine	included in 10 panel	24 hrs	72 hrs
	Hair	included in 10 panel	24 hrs	72 hrs
	Blood	N/A	xxxxxxxxxxxxx	xxxxxxxxxxxxx
BENZODIAZEPINES	Urine	included in 10 panel	24 hrs	72 hrs
	Hair	included in 10 panel	24 hrs	72 hrs
	Blood	N/A	xxxxxxxxxxxxx	xxxxxxxxxxxxx

**EXHIBIT "B"**

Bid Page

**Hidalgo County Sheriff's Office  
"Drug Testing Collection Services"  
BID-2016-024A-01-04-SMA**

BARBITURATES	Urine	included in 10 panel		24 hrs	72 hrs
	Hair	included in 10 panel		24 hrs	72 hrs
	Blood	N/A	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
METHADONE	Urine	included in 10 panel		24 hrs	72 hrs
	Hair	included in 10 panel		24 hrs	72 hrs
	Blood	N/A	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
TRICYCLIC ANTIDEPRESSANTS	Urine	included in 10 panel		24 hrs	72 hrs
	Hair	included in 10 panel		24 hrs	72 hrs
	Blood	N/A	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx

**2. TEST CHARGES**

SPECIFIC TEST		LEVEL ASSESSED (confirmation threshold)	ZERO LEVEL (screening threshold)	TURNAROUND TIME FOR RESULTS	
				NEGATIVE	NON-NEGATIVE
ROHYPNOL	Urine	60.00 fee		24 hrs	72 hrs
	Hair	N/A	xxxxxxxxxxxxxxxx	xxxxxxx	xxxxxxxx
	Blood	N/A	xxxxxxxxxxxxxxxx	xxxxxxx	xxxxxxxx
ALCOHOL	Urine	included in 10 panel		24 hrs	72 hrs
	Hair	N/A	Breath: \$20.00	immediately	immediately
	Blood	N/A	xxxxxxxxxxxxxxxx	xxxxxxxx	xxxxxxxx
ECSTASY	Urine	80.00 fee		24 hrs	72 hrs
	Hair	N/A	xxxxxxxxxxxxxxxx	xxxxxxxx	xxxxxxxx
	Blood	N/A	xxxxxxxxxxxxxxxx	xxxxxxxx	xxxxxxxx
COMPLETE TEST COST (includes all of the above)	Urine	28.00			
	Hair	60.00			
	Blood	N/A			

**3. TRAINING FEES: Training price per session**

A	REASONABLE SUSPICION TRAINING	\$ 125.00
B	DRUG FREE WORKPLACE ACT	\$ N/A
C	OTHER DRUG TESTING RELATED	\$ N/A

**EXHIBIT "B"**

Bid Page

**Hidalgo County Sheriff's Office  
"Drug Testing Collection Services"  
BID-2016-024A-01-04-SMA**

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**LOCATIONS:**

List all locations in Hidalgo County, included with your bid submittal the address, city, and telephone number and facility hours.

1401 S. 6th St McAllen, TX 78501	24/7	

**EXHIBIT "B"**

Bid Page

**Hidalgo County Sheriff's Office  
"Drug Testing Collection Services"**

**BID-2016-024A-01-04-SMA**

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**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: The Center Of Industrial Rehabilitation Services

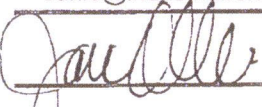
ADDRESS: 1401 South 6th Street

CITY/STATE/ZIP CODE: McAllen, TX 78501

PHONE & FAX NO'S: Office (956)618-2400 FAX (956)994-0590

CELLULAR NO: (956) 566-2859

E-MAIL ADDRESS: Janie@industrialrehabservices.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Janie Olivares

TITLE: COO- Chief Operating Officer

**EXHIBIT "C"**  
INSURANCE REQUIREMENTS



# CERTIFICATE OF LIABILITY INSURANCE

CENTE-1

OP ID: TM

DATE (MM/DD/YYYY)  
12/30/2015

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

<b>PRODUCER</b> Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 R. Raul Cabaza, III	<b>CONTACT NAME:</b> Tiffany Miller	
	<b>PHONE (A/C, No, Ext):</b> 956-682-2841	<b>FAX (A/C, No):</b> 956-630-4015
<b>E-MAIL ADDRESS:</b> tmiller@swkins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Hanover Lloyds Ins Co.		<b>41602</b>
<b>INSURER B :</b> Security National - AmTrust		<b>19879</b>
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

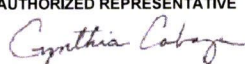
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OLDA54170000	01/28/2015	01/28/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			OLDA54170000	01/28/2015	01/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			OLDA54170000	01/28/2015	01/28/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	SWC1078513	06/22/2015	06/22/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

<b>HIDCOUN</b>  Hidalgo County Administrative Bldg 2802 South Bus. Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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*Sandria*

- 2. AI-52709 Presentation for discussion, consideration, and action on a recommendation by project Javier Hinojosa Engineering to award to lowest bidder meeting all specifications: 2GS, LLC in the amount of \$78,125.50 for Bid No. CAP-15-360-10-28-YSS "Road & Drainage Construction for Havana Lomas Subdivision No.5"

**G. Sheriff's Office**

- 1. AI-52736 **A. Acceptance and approval of termination notice submitted by current contracted vendor [NTC Drug Testing Services, Inc.] in connection to agreement# E-15-240-06-23 (C-13-077-06-25) for the purposes of: Drug Testing Collection Services (on as needed basis) for the Hidalgo County Sheriff's Office;**  
**B. Ratification of publication [by Martha L. Salazar, HC Purchasing Agent] to advertise [due to time constraints in order to avoid lapse in services] a Request for Bid titled: Hidalgo County Sheriff's Office- "Drug Testing Collection Services" through project No.: 2016-024A-01-04-SMA.**

**APPROVED**

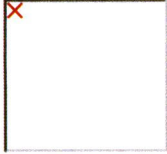
- 2. AI-52756 Presentation of bids received for the purpose of awarding to the responsible vendors submitting lowest/best bids and meeting all specifications and/or requirements including the approval of contracts (subject to legal review) for Request for Bid titled: Hidalgo County Sheriff's Office-Drug Testing Collection Services" through project No." 2016-024A-01-04-SMA.

**H. Co. Wide**

- 1. AI-52729 **a. Acceptance and approval of termination notice submitted by current contracted vendor [NTC Drug Testing Services, Inc.] in connection to Contract (C-15-022-02-17) for the purposes of: "Drug & Alcohol Testing for H.C. Employees" (on an as needed basis) for Hidalgo County.**  
**b. Ratification of publication [by HC Purchasing Agent, Martha L. Salazar due to time constraints & avoid lapse in services] to advertise a Request for Bid titled: Hidalgo County- Drug & Alcohol Testing for H.C. Employees " through project No. 2016-024-01-04-YZV and utilizing the previously HCCC approved procurement packet for same.**  
**c. Presentation of bid(s) received for the purpose of award and approval of contract document to the responsible vendor submitting the lowest and best bid [and meeting all specifications and/or requirements ] as attached hereto for: Hidalgo County-Drug & Alcohol Testing for H.C. Employees" RFB 2016-024-01-04-YZV.**

24. **Closed Session:**  
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Pending and/or potential litigation
- C. AI-52716 C-5144-15-A; Joel Casares and Debbie Casares v. County of Hidalgo
- D. AI-52752 Civil Action No. 15-CV-00477; Pedro Garcia, Jr. v. Hidalgo County, Texas, et al
- E. AI-52754 Civil Action No. 15-CV-435; Gregorio Trevino, Jr. v. Hidalgo County, Texas, et al
- F. AI-52775 Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul William Labude (decendant) v. County of Hidalgo, et al
- G. AI-52812 Claim of R.Gutierrez Engineering Corporation
- H. AI-52761 Claim of Jose Sandoval Hernandez
- I. AI-52764 Claim of Pedro Bautista Perez
- J. AI-52766 Claim of Gabriela Ventura
- K. AI-52770 Claim of San Juanita Herrera



**AGENDA  
CC REGULAR  
HIDALGO COUNTY  
COMMISSIONERS COURT  
MEETING  
January 5, 2016  
9:30 A.M.**

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

1. **Roll Call**

All members of the Court were in attendance.

2. **Pledge of Allegiance**

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. **Prayer**

Virginia Townsend led the courtroom in Prayer.

Judge Garcia requested a moment of silence in memory and honor of Staff Sgt. Michael Anthony Cinco. Sergeant Cinco was a native of the Rio Grande Valley, he was killed in Afghanistan during a suicide bombing.

The court also offered a moment of silence in memory of former State Rep. Antonio "Tony" Garcia. The Mercedes native served in World War II, served as City Commissioner and Municipal Judge for the City of Pharr.

A moment of silence was also offered in memory of former Hidalgo County Auditor, Mr. Manuel Cavazos. He served as county auditor for 4 years under Judge Joe Evans.

Commissioners Cantu and Palacios stepped away from the meeting.

*Court proceeded to Item.6.C.*

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

- A. AI-52816 Resolution in Honor of Ms. Norma Longoria.

Commissioner Cantu joined the meeting.

Ms. Longoria received recognition for all her 37 years of dedication to the Hidalgo County WIC program.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

*Court proceeded to Item.6.C.2*

- B. AI-52811
  - 1. Discussion, consideration and action to rescind approval of agenda item 21.A.2, approved on December 15, 2015.
  - 2. Approval and acceptance of Order dated October 29, 2015 setting salary of County Auditor, Assistant Auditors, and Budget of the County Auditor for 2016.
  - 3. Approval to revise the Salary Schedule in accordance with Commissioners Court Action.

January 5, 2016

- A. AI-52814 Precinct #3 - Road Maintenance (1200)  
 1. Approval to create one (1) full time temporary position not to exceed six (6) months.

Slot#	Dept./Program	PositionTitle	Proposed Budgeted Salary
T 0100	123-005	Office Clerk	\$30,000.00

2. Approval of intradepartmental transfer.  
 3. Approval to revise the salary schedule in accordance with Commissioners Court action.

21. **Precinct #4 - Comm. Palacios:**

- A. AI-52809 Resolution in honor of Hidalgo County Precinct #4 employees of the year.
- B. AI-52739 1. Approval of Amendment and Restatement of that certain Interlocal Cooperation Agreement between the County of Hidalgo and City of Edinburg, Texas concerning certain improvements to FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street  
 2. In accordance with Texas Govt. Code Section 791.014, approval of proposed project regarding certain improvements to FM 1925 (Monte Cristo) From McColl Rd to 1,500 ft West of 10th Street

22. **Budget & Management:**

- A. AI-52797 Discussion, consideration and possible action on commencing the mid-year Salary Related Adjustments (approved during FY2016 Budget Adoption) on January 11, 2016.
- B. AI-52801 Title IV-E Child Welfare Services (1100):  
 1. Approval of the revised Title IV-E Child Welfare Services Grant Budget (Contract #23941009) for October 1, 2015 - September 30, 2016.  
 2. Approval for County Judge to sign required documents.
- C. AI-52746 Salary Schedule - Various Departments:  
 1. Approval to correct salary schedule discrepancies adopted during the budget process as listed in Exhibit A, effective first full pay period of 2016.  
 2. Approval of transfer(s).  
 3. Approval to revise the salary schedule in accordance with Commissioners Court action.

23. **Purchasing Department:**

**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-52714 a. Presentation of scoring grid for the purpose of ranking by Commissioners' Court, the Statement of Qualification responses received in connection with the Request for Qualifications for: "Professional Auditing Services" - RFQ-2015-328-12-02;

COMPANY	AVERAGE SCORE	RANKED
Patillo, Brown & Hill	93.14	
Burton, McCumber & Cortex	96.57	
Long Chilton, LLP	93.86	

**SPECIAL MEETING - January 5, 2016**

**BE IT REMEMBERED, that on this 5th day of January A.D., 2015, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:**

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

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