



PURCHASING DEPARTMENT  
County Of Hidalgo

February 21, 2007

RE: **ADDENDUM NO.5 -**  
**REQUEST FOR PROPOSALS NO: 2007-024-01-31-VYG**  
**"HIDALGO COUNTY-CONSULTANT SERVICES FOR**  
**FEDERAL AND STATE ISSUES/PROGRAMS"**

Dear Respondent:

Attached you will find **ADDENDUM NO. 5, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY**" -request for proposals for "**CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS**".

Please add this **ADDENDUM NO. 5** to your proposal packet so as to permit your company to submit a complete proposal. See original packet LEGAL NOTICE page 3 paragraph 7.

Acknowledge receipt of **ADDENDUM NO. 5** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 5** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 5** will complete your packet for "**HIDALGO COUNTY**" - request for proposals for "**CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS**".

Thank you for your prompt attention to this matter.

*Martha L. Salazar*

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY: \_\_\_\_\_

ADDENDUM NO. 5  
ACKNOWLEDGMENT OF RECEIPT

MLS/vyg

Enclosures

# **ADDENDUM NO. 5**

**FEBRUARY 21, 2007**

**“HIDALGO COUNTY -  
CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS”  
RFP NO.: 2007-024-01-31-VYG**

**New Bid Opening Date: FEBRUARY 28, 2007**

SPECIFICATIONS WERE MODIFIED FOR THE ABOVE-REFERENCED PROJECT INTO TWO SECTIONS.

***PART I: - FEDERAL ISSUES/PROGRAMS and PART II: STATE ISSUES/PROGRAMS***

THIS IS THE ONLY THING THAT WAS MODIFIED, DETAILED SPECIFICATIONS FOR EACH SECTION REMAINS THE SAME.

I, \_\_\_\_\_, acknowledge receipt of ADDENDUM NO. 5 dated, February 21, 2007, for **RFP-HIDALGO COUNTY-CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS**”.

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Printed Bidder Name

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Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....**

**EXHIBIT A**  
**MODIFIED REQUIREMENTS**

**HIDALGO COUNTY**  
**REQUEST FOR PROPOSAL**

**CONSULTING SERVICES FOR**

**PART I: FEDERAL ISSUES/PROGRAMS AND PART II: STATE ISSUES/PROGRAMS**

**RFP NO: 2007-024-01-31-VYG**

**(PROPOSALS ARE DUE ON WEDNESDAY, FEBRUARY 28, 2007, ON OR BEFORE 9:30 A.M.)**

Hidalgo County is inviting sealed proposals from qualified "**Consulting Firm(s)**" to provide services for "**Part I-Federal Issues/Programs and Part II-State Issues/Programs**". The County of Hidalgo is seeking to enter into a "**Consulting Services Contract(s)**" with a qualified firm(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "**Consulting Services For Part I-Federal Issues/Programs and Part II-State Issues/Programs**" as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, January 31, 2007. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

**RFP No: 2007-024-01-31-VYG**  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
100 E. Cano, 4<sup>th</sup> Floor  
Edinburg, Texas 78539

**The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.**

The following outlines the Request For Proposal:

## **SECTION I GENERAL TERMS AND CONDITIONS**

### **ADDITIONAL INFORMATION:**

Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4<sup>th</sup> Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, January 31, 2007** at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, **February 2, 2007. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

### **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 contract 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

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

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**HAND DELIVERED PROPOSALS:**

Hidalgo County requires submitters, when hand delivering statements of qualifications, to make sure that it is stamped with date and time by the County Purchasing staff.

**SIGNING OF PROPOSALS:**

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF CONTRACT:**

It is intended that the term of the contract will be for an initial period of one (1) year, with County's option to renew for one (1) additional one year term, under the same rates, terms and conditions.

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

**SECTION II RFP REQUIREMENTS**

**Request For Proposal:**

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

**Contents:**

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

### **Understanding of the Project:**

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

### **Firm Qualifications:**

The County of Hidalgo is seeking to contract with a competent "**Consulting Firm(s)**", that is in good standing with the State of Texas, that has had experience in, but not limited to, the following areas:

- Must have experience relevant to:  
Part I: Federal Issues/Programs; Part II: State Issues/Programs
- Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested
- Overall understanding of the "Project" as detailed in scope of work/services

### **FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION.**

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

### **Personnel and Staffing:**

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

### **SCOPE OF SERVICES - PART I-FEDERAL ISSUES/PROGRAMS**

Hidalgo County is requesting proposals from experienced consultants to provide all the consulting services required for "**Consulting Services For Part I-Federal Issues/Programs**" for **Hidalgo County**. The "**Consulting Services**" contract will encompass all project-related services to the County of Hidalgo including, but not limited to, the following:

- a. Review, prepare and/or coordinate grants with the assistance of designated Hidalgo County Staff and/or Engineers and Architects;
- b. Provide governmental relations and representation before federal agencies;
- c. Plan and coordinate meetings between County Officials and key representatives of Federal Agencies;
- d. Plan, prepare, and coordinate development of appropriate legislation and appropriation requests to Federal Entities to be presented by County Officials and/or key representatives of the County;
- e. Plan, prepare and coordinate presentations for County Officials/Representatives to present before Federal Agencies;
- f. Notwithstanding, before going, consultant shall not engage in any lobbying activity for which a license or registration is required under either Federal law.
- g. Attend meeting(s) with County Officials and Staff to understand the County's concerns and goals prior to commencing any activity relating to Federal Issues/Programs;
- h. Coordinate with the County to jointly develop strategies relating to Federal Issues/Programs;
- i. Assist the County in identifying and preparing for critical issues and concerns relating to Federal Issues/Programs
- j. Assist with providing appropriate input on study, concerns that impact the County relating to Federal Issues/Programs;
- k. Coordinate and develop better working relationships with other urban counties, and any other appropriate leadership and personnel which may be helpful in coordinated response, in the areas of concern as reasonable and necessary relating to Federal Issues/Programs;
- l. Meet with any and other individual(s) or group(s) involved on such matters of concern relating to Federal Issues/Programs;
- m. Determine and communicate the various impacts to the County of any and/or such concerns relating to Federal Issues/Programs;
- n. Obtain funding from Federal Agencies to increase the County's capacity for services through grants and other funding sources.
- o. Prepare and perform other assignments as requested accordingly;
- p. Cooperate and coordinate fully with the County Commissioners' Court and the professional and administrative staffs of the County;
- q. Report and consult to the County Commissioners as often as reasonably necessary;
- r. Provide any other service(s) necessary or desirable for the development of the service(s)

### **SCOPE OF SERVICES - PART II-STATE ISSUES/PROGRAMS**

Hidalgo County is requesting proposals from experienced consultants to provide all the consulting services required for "**Consulting Services For Part II-State Issues/Programs**" for **Hidalgo County**. The "**Consulting Services**" contract will encompass all project-related services to the County of Hidalgo including, but not limited to, the following:

- a. Review, prepare and/or coordinate grants with the assistance of designated Hidalgo County Staff and/or Engineers and Architects;
- b. Provide governmental relations and representation before State Agencies;
- c. Plan and coordinate meetings between County Officials and key representatives of State Agencies;
- d. Plan, prepare, and coordinate development of appropriate legislation and appropriation requests to State Entities to be presented by County Officials and/or key representatives of the County;
- e. Plan, prepare and coordinate presentations for County Officials/Representatives to present before State Agencies;
- f. Notwithstanding, before going, consultant shall not engage in any lobbying activity for which a license or registration is required under either State Law.
- g. Attend meeting(s) with County Officials and Staff to understand the County's concerns and goals prior to commencing any activity relating to State Issues/Programs;
- h. Coordinate with the County to jointly develop strategies relating to State Issues/Programs;
- i. Assist the County in identifying and preparing for critical issues and concerns relating to State Issues/Programs
- j. Assist with providing appropriate input on study, concerns that impact the County relating to State Issues/Programs;
- k. Coordinate and develop better working relationships with other urban counties, and any other appropriate leadership and personnel which may be helpful in coordinated response, in the areas of concern as reasonable and necessary relating to State Issues/Programs;
- l. Meet with any and other individual(s) or group(s) involved on such matters of concern relating to State Issues/Programs;
- m. Determine and communicate the various impacts to the County of any and/or such concerns relating to State Issues/Programs;
- n. Obtain funding from State Agencies to increase the County's capacity for services through grants and other funding sources.
- o. Prepare and perform other assignments as requested accordingly;
- p. Cooperate and coordinate fully with the County Commissioners' Court and the professional and administrative staffs of the County;
- q. Report and consult to the County Commissioners as often as reasonably necessary;
- r. Provide any other service(s) necessary or desirable for the development of the service(s)

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

Proposer is to provide a fee proposal based on the scope of work and services.

**SECTION III: SELECTION AND SCHEDULES**



PURCHASING DEPARTMENT  
County Of Hidalgo

February 9, 2007

RE: **ADDENDUM NO.4 -**  
**REQUEST FOR PROPOSALS NO: 2007-024-01-31-VYG**  
**"HIDALGO COUNTY-CONSULTANT SERVICES FOR**  
**FEDERAL AND STATE ISSUES/PROGRAMS"**

Dear Respondent:

Attached you will find **ADDENDUM NO. 4, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY**" -request for proposals for "**CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS**".

Please add this **ADDENDUM NO. 4** to your proposal packet so as to permit your company to submit a complete proposal. See original packet LEGAL NOTICE page 3 paragraph 7.

Acknowledge receipt of **ADDENDUM NO. 4** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 4** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 4** will complete your packet for "**HIDALGO COUNTY**" - request for proposals for "**CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS**".

Thank you for your prompt attention to this matter.

*Martha L. Salazar* *RM*

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY: \_\_\_\_\_

ADDENDUM NO. 4  
ACKNOWLEDGMENT OF RECEIPT

MLS/vyg

Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# **ADDENDUM NO. 4**

**FEBRUARY 9, 2007**

**“HIDALGO COUNTY -  
CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS”  
RFP NO.: 2007-024-01-31-VYG**

**New Bid Opening Date: FEBRUARY 28, 2007**

1. IT WAS APPROVED BY COMMISSIONERS COURT TO EXTEND PROPOSAL OPENING DATE FROM WEDNESDAY, FEBRUARY 14, 2007, ***TO NEW DATE OF WEDNESDAY, FEBRUARY 28, 2007, AT 9:30 A.M.***
2. PURSUANT TO THE NEW EXTENDED DATE OF FEBRUARY 28, 2007, THE DATES FOR QUESTIONS AND RESPONSES STATED IN YOUR PROPOSAL PACKET WILL NOW CHANGE. WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN ***WEDNESDAY, FEBRUARY 21, 2007*** AT 5:00 P.M. AT (956) 318-2629. RESPONSES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY ***FRIDAY, FEBRUARY 23, 2007*** AT 5:00 P.M. **TELEPHONE INQUIRES** WILL NOT BE ACCEPTED.
3. SPECIFICATIONS ARE BEING MODIFIED AND WILL BE FORWARDED UPON COMPLETION.

I, \_\_\_\_\_, acknowledge receipt of ADDENDUM NO. 4 dated, February 9, 2007, for **RFP-HIDALGO COUNTY-CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS”**.

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Printed Bidder Name

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Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....**



PURCHASING DEPARTMENT  
County Of Hidalgo

January 31, 2007

RE: **ADDENDUM NO. 3** -  
REQUEST FOR PROPOSALS NO: 2007-024-01-31-VYG  
"HIDALGO COUNTY-CONSULTANT SERVICES FOR  
FEDERAL AND STATE ISSUES/PROGRAMS"

Dear Respondent:

Attached you will find **ADDENDUM NO. 3, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY**" -request for proposals for "**CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS**".

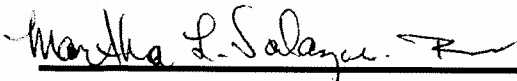
Please add this **ADDENDUM NO. 3** to your proposal packet so as to permit your company to submit a complete proposal. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 3** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 3** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 3** will complete your packet for "**HIDALGO COUNTY**" - request for proposals for "**CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS**".

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY: \_\_\_\_\_

ADDENDUM NO. 3  
ACKNOWLEDGMENT OF RECEIPT

MLS/vyg

Enclosures

# **ADDENDUM NO. 3**

**JANUARY 31, 2007**

**“HIDALGO COUNTY -  
CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS”  
RFP NO.: 2007-024-01-31-VYG**

**New Bid Opening Date: FEBRUARY 14, 2007**

1. PURSUANT TO THE NEW EXTENDED DATE OF FEBRUARY 14, 2007, THE DATES FOR QUESTIONS AND RESPONSES STATED IN YOUR PROPOSAL PACKET WILL NOW CHANGE. WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN **WEDNESDAY, FEBRUARY 7, 2007 AT 5:00 P.M. AT (956) 318-2629.** RESPONSES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY **FRIDAY, FEBRUARY 9, 2007 AT 5:00 P.M.** **TELEPHONE INQUIRES** WILL NOT BE ACCEPTED.
2. I WILL BE FORWARDING ANOTHER ADDENDUM UPON COMPLETION OF ADDITIONAL MODIFICATIONS TO THE SPECIFICATIONS RELATING TO THE PROJECT.

I, \_\_\_\_\_, acknowledge receipt of ADDENDUM NO. 3 dated, January 31, 2007, for **RFP-HIDALGO COUNTY-CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS”**.

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Printed Bidder Name

---

Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....**



PURCHASING DEPARTMENT  
County Of Hidalgo

January 31, 2007

RE: **ADDENDUM NO.2** -  
**REQUEST FOR PROPOSALS NO: 2007-024-01-31-VYG**  
**"HIDALGO COUNTY-CONSULTANT SERVICES FOR**  
**FEDERAL AND STATE ISSUES/PROGRAMS"**

Dear Respondent:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY**" -request for proposals for "**CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS**".

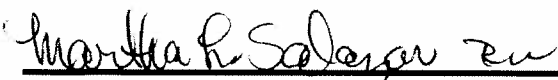
Please add this **ADDENDUM NO. 2** to your proposal packet so as to permit your company to submit a complete proposal. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 2** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 2** will complete your packet for "**HIDALGO COUNTY**" - request for proposals for "**CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS**".

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY: \_\_\_\_\_

ADDENDUM NO. 2  
ACKNOWLEDGMENT OF RECEIPT

MLS/vyg

Enclosures

# **ADDENDUM NO. 2**

**JANUARY 31, 2007**

**“HIDALGO COUNTY -  
CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS”  
RFP NO.: 2007-024-01-31-VYG**

**New Bid Opening Date: FEBRUARY 14, 2007**

**PROPOSAL OPENING DATE HAS BEEN EXTENDED TO NEW DATE OF WEDNESDAY,  
FEBRUARY 14, 2007, AT 9:30 A.M.**

I, \_\_\_\_\_, acknowledge receipt of ADDENDUM NO. 2 dated,  
January 31, 2007, for **RFP-HIDALGO COUNTY-CONSULTANT SERVICES FOR FEDERAL  
AND STATE ISSUES/PROGRAMS**”.

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Printed Bidder Name

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Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID  
PACKET, IN ORDER TO COMPLETE THE BID.....**



PURCHASING DEPARTMENT  
County Of Hidalgo

January 26, 2007

RE: **ADDENDUM NO.1** -  
**REQUEST FOR PROPOSALS NO: 2007-024-01-31-VYG**  
**"HIDALGO COUNTY-CONSULTANT SERVICES FOR**  
**FEDERAL AND STATE ISSUES/PROGRAMS"**

Dear Respondent:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY**" -request for proposals for "**CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS**".

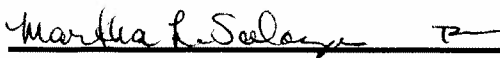
Please add this **ADDENDUM NO. 1** to your proposal packet so as to permit your company to submit a complete proposal. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

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

Please be advised that this **ADDENDUM NO. 1** will complete your packet for "**HIDALGO COUNTY**" - request for proposals for "**CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS**".

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY: \_\_\_\_\_

ADDENDUM NO. 1  
ACKNOWLEDGMENT OF RECEIPT

MLS/vyg

# **ADDENDUM NO. 1**

**JANUARY 26, 2007**

**“HIDALGO COUNTY -  
CONSULTANT SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS”  
RFP NO.: 2007-024-01-31-VYG**

**New Bid Opening Date: FEBRUARY 7, 2007**

**PROPOSAL OPENING DATE HAS BEEN EXTENDED TO NEW DATE OF WEDNESDAY,  
FEBRUARY 7, 2007, AT 9:30 A.M.**

I, \_\_\_\_\_, acknowledge receipt of ADDENDUM NO. 1 dated,  
January 27, 2007, for RFP-HIDALGO COUNTY-CONSULTANT SERVICES FOR FEDERAL  
AND STATE ISSUES/PROGRAMS”.

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Printed Bidder Name

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Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID  
PACKET, IN ORDER TO COMPLETE THE BID.....**



PURCHASING DEPARTMENT  
County Of Hidalgo

January 15, 2007

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Re: **HIDALGO COUNTY**  
Request For Proposals - **“Hidalgo County-Consultant Services For  
Federal and State Issues/Programs”**

**RFP NO: 2007-024-01-31-VYG**

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

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

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

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/vyg

Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR PROPOSALS (RFP) CHECKLIST**

**HIDALGO COUNTY**  
**"Consultant Services For Federal and State Issues/Programs"**  
**RFP NO: 2007-024-01-31-VYG**

1. Request For Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 9 pages.
3. Exhibit A, Requirements/Scope of Services, consisting of 7 pages.
4. Exhibit B, Evaluation Criteria, consisting of 3 pages.
5. Exhibit C, Insurance Requirements, consisting of 2 pages.
6. Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 2 pages.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
9. IRS W-9 form, consisting of 4 pages.
10. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar  
Martha L. Salazar, CPPB, Purchasing Agent

1-26-07  
Date

**RFP NO: 2007-024-01-31**

**BUYER II: VANGIE Y. GARCIA**

**TEL. NO: (956) 318-2626**

**REQUEST FOR PROPOSALS**

**Hidalgo County**  
Edinburg, Texas

**Hidalgo County-Consulting Services For Federal and State Issues/Programs**

**JANUARY 31, 2007**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
100 E. Cano, 4<sup>th</sup> Floor - Administration Building  
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

**LEGAL NOTICE**

**RFP NO: 2007-024-01-31-VYG**

1. Sealed proposals will be received for "**Hidalgo County-Consulting Services For Federal and State Issues/Programs**", in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all proposals are required, with the proposers name and 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, "**RFP NO.: 2007-024-01-31-VYG- Hidalgo County-Consulting Services For Federal and State Issues /Programs**" and in County's Purchasing Department, 100 E. Cano, 4<sup>th</sup> Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, January 31, 2007. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL 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: "RFP NO: 2007-024-01-31-VYG- "Hidalgo County-Consulting Services For Federal and State Issues/Programs".**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal 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 proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal; and **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered service(s) to be perform as specified, or failure to meet the stated schedule shall release Hidalgo County from all obligations to the contracting party with regard to the service(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
6. Proposed fees are to remain firm for a minimum of ninety (90) days after the proposal opening.

7. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
8. County reserves the right to accept or reject any or all proposals.
9. Costs are to be net F.O.B., County Prepaid.
10. 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.
11. 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 proposal 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.
12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card 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.
13. 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, CPPB, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
100 E. Cano Street, 4th Floor  
Edinburg, Texas 78539  
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:
  - . Invoices must include:
    - a) Name and address of successful proposer
    - b) Name and address of receiving department or official
    - c) Purchase Order Number (if any)

- d) Notation -"**Hidalgo County-Consulting Services For Federal and State Issues/Programs**"
- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Department  
Ray Eufrazio, CPA  
100 E. Cano Street, 2nd Floor  
Edinburg, Texas 78539  
(956) 318-2511**

15. Schedule of Events

|   |                                |
|---|--------------------------------|
| <b>Anticipated Proposal Opening, 9:30 A.M.</b>                                      | <b><u>January 31, 2007</u></b> |
| Award of Contract<br><b>(Upon Commissioners' Court Approval)</b>                    | , 2007                         |
| Commence Work or Deliver Products<br><b>(Upon Execution of Consulting Contract)</b> | , 2007                         |

16. Bid or Performance Bond and **Debarment Certification**, Payment Under Contract:

- . ~~If the contract proposed is for the construction of public works or is for a contract for goods and 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 participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**~~

- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer 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.~~

17. 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 therefor 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.

18. **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 "CIO") 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 CIO 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 contract 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 Proposer 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 complete CIO forms to the Hidalgo County Clerk's Office located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIO IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE Proposer.**

19. If, during the life of any contract or proposal awarded, the successful proposer'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.
20. Proposals, 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.
21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
  - . 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.
22. Successful proposer 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 proposer'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.

23. **Any contract award to a successful proposer 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 (30) day's written notice prior to cancellation.**
24. 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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the requirements.
25. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer 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 proposer'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 or services provided by successful proposer.
26. Successful proposer 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer 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.

27. 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.
28. The successful proposer 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.
29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Proposal  
for  
**Hidalgo County-Consultant Services For Federal and State Issues/Programs**  
**RFP NO: 2007-024-01-31-VYG**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
100 E. Cano, 4<sup>th</sup> Floor - Administration Building  
Edinburg, Texas 78539

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

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

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

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

**EXHIBIT A**  
**REQUIREMENTS**

**HIDALGO COUNTY**  
**REQUEST FOR PROPOSAL**

**"CONSULTING SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS"**  
**RFP NO: 2007-024-01-31-VYG**

Hidalgo County is inviting sealed proposals from qualified "**Consulting Firm(s)**" to provide services for "**Federal and State Issues/Programs**". The County of Hidalgo is seeking to enter into a "**Consulting Services Contract(s)**" with a qualified firm(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "**Consulting Services For Federal and State Issues/Programs**" as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, January 31, 2007**. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP No: **2007-024-01-31-VYG**  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
100 E. Cano, 4<sup>th</sup> Floor  
Edinburg, Texas 78539

**The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.**

The following outlines the Request For Proposal:

## **SECTION I GENERAL TERMS AND CONDITIONS**

### **ADDITIONAL INFORMATION:**

Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 100 E. Cano, 4<sup>th</sup> Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, January 31, 2007** at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, **February 2, 2007**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

### **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 contract 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

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

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would

unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**HAND DELIVERED PROPOSALS:**

Hidalgo County requires submitters, when hand delivering statements of qualifications, to make sure that it is stamped with date and time by the County Purchasing staff.

**SIGNING OF PROPOSALS:**

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF CONTRACT:**

It is intended that the term of the contract will be for an initial period of one (1) year, with County's option to renew for one (1) additional one year term, under the same rates, terms and conditions.

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

**SECTION II RFP REQUIREMENTS**

**Request For Proposal:**

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

**Contents:**

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

**Understanding of the Project:**

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and

limited to 3 pages in length.

**Firm Qualifications:**

The County of Hidalgo is seeking to contract with a competent "**Consulting Firm(s)**", that is in good standing with the State of Texas, that has had experience in, but not limited to, the following areas:

- Must have experience relevant to Federal and State Issues/Programs
- Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested
- Overall understanding of the "Project" as detailed in scope of work/services

**FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION.**

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

**Personnel and Staffing:**

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**SCOPE OF SERVICES:**

Hidalgo County is requesting proposals from experienced consultants to provide all the consulting services required for "**Consulting Services For Federal and State Issues/Programs**" for **Hidalgo County**. The "**Consulting Services**" contract will encompass all project-related services to the County of Hidalgo including, but not limited to, the following:

Required services include, but may not be limited to the following:

- a. Review, prepare and/or coordinate grants with the assistance of designated Hidalgo County Staff and/or Engineers and Architects;
- b. Provide governmental relations and representation before federal and state agencies;
- c. Plan and coordinate meetings between County Officials and key representatives of State and Federal Agencies;
- d. Plan, prepare, and coordinate development of appropriate legislation and appropriation requests to State and Federal Entities to be presented by County Officials and/or key

- representatives of the County;
- e. Plan, prepare and coordinate presentations for County Officials/Representatives to present before Federal and State Agencies;
  - f. Notwithstanding, before going, consultant shall not engage in any lobbying activity for which a license or registration is required under either State or Federal law.
  - g. Attend meeting(s) with County Officials and Staff to understand the County's concerns and goals prior to commencing any activity relating to Federal and State Issues/Programs;
  - h. Coordinate with the County to jointly develop strategies relating to Federal and State Issues/Programs;
  - i. Assist the County in identifying and preparing for critical issues and concerns relating to Federal and State Issues/Programs
  - j. Assist with providing appropriate input on study, concerns that impact the County relating to Federal and State Issues/Programs;
  - k. Coordinate and develop better working relationships with other urban counties, and any other appropriate leadership and personnel which may be helpful in coordinated response, in the areas of concern as reasonable and necessary relating to Federal and State Issues/Programs;
  - l. Meet with any and other individual(s) or group(s) involved on such matters of concern relating to Federal and State Issues/Programs;
  - m. Determine and communicate the various impacts to the County of any and/or such concerns relating to Federal and State Issues/Programs;
  - n. Obtain funding from Federal and State Agencies to increase the County's capacity for services through grants and other funding sources.
  - o. Prepare and perform other assignments as requested accordingly;
  - p. Cooperate and coordinate fully with the County Commissioners' Court and the professional and administrative staffs of the County;
  - q. Report and consult to the County Commissioners as often as reasonably necessary;
  - r. Provide any other service(s) necessary or desirable for the development of the service(s)

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

Proposer is to provide a fee proposal based on the scope of work and services.

**SECTION III: SELECTION AND SCHEDULES**

**EVALUATION SYSTEM:**

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation.

**RFP/Scoring and Ranking:**

(A) Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or

designated by County Commissioner's Court) will review, score and evaluate the proposals received in response to this Hidalgo County Request for Proposals.

- (B) After the proposals have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking. However, as detailed in the Selection Criteria (Exhibit B item 6), at the sole discretion of Commissioner's Court, a presentation may be requested from the participating firms that have scored at least 80 points in order to complete and finalize the ranking of the firms.

**Negotiation Process:** After ranking of the proposals has been finalized, the County Commissioner's Court will then enter into negotiations process with the top ranked firm for the purpose of reaching an agreement. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with the firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFPs.

**Any contract awarded to a successful proposer 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.**

**PROPOSAL SUBMITTED TO:** An original and seven (7) copies of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building; 100 E. Cano, 4<sup>th</sup> Floor  
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, January 31, 2007**  
Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

**EXHIBIT B**  
**SELECTION CRITERIA**  
**HIDALGO COUNTY**  
**REQUEST FOR PROPOSAL**

**"CONSULTING SERVICES FOR FEDERAL AND STATE ISSUES/PROGRAMS"**  
**RFP NO: 2007-024-01-31-VYG**

## RFP EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

1. Provides appropriate evidence of adequate staffing and resources to perform these services. **25 points**
2. Cost: Provides the required turnkey service(s) at a reasonable cost. **20 points**
3. Experience and knowledge necessary to provide and perform all the required services. **20 points**
4. Have the personnel level to provide immediate service when necessary or on an “as needed basis”. **20 points**
5. Provides sufficient professional background (references) indicative of outstanding, or exceptional, performance required services for city, county and other entities in the area. **15 points**

**RFP EVALUATION FORM**

| <u>Selection</u><br><u>Criteria</u>  | <u>Point</u><br><u>Range</u> | <u>Score</u>       |
|--|------------------------------|--------------------|
| a. Provides appropriate evidence of adequate staffing and resources to perform these services.   | 25 points                    | _____              |
| b. Cost: Provides the required turnkey service(s) at a reasonable cost.  | 20 points                    | _____              |
| c. Experience and knowledge necessary to provide and perform all the required services.  | 20 points                    | _____              |
| d. Have the personnel level and necessary to provide immediate service and ensure minimal "down" time.   | 20 points                    | _____              |
| e. Provides sufficient professional background (references) indicative of outstanding, or exceptional, systems' performance for city, county and other entities in the area. | 15 points                    | _____              |
| <b>Total</b>   | 100%                         | <b>Score</b> _____ |

Provider: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT "C"

### Insurance Requirements

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. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and \$500,000.00 per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000.00) arising out of the services provided to County hereunder;
2. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
3. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
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.

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.

## Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (\*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

(\*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**Notice to Bidder:** Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place.

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**THIS FORM MUST ACCOMPANY BID PACKET**

---

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# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

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

### OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

**5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes  No

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

Yes  No

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

Yes  No

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

**7**

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

\_\_\_\_\_  
Date

**PROPOSER'S AFFIDAVIT**  
**Exhibit "E"**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**  
**NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

\_\_\_\_\_  
Signature/Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_, 2006

HIDALGO COUNTY  
PURCHASING DEPARTMENT

VENDOR NO.: \_\_\_\_\_ ENTRY DATE: \_\_\_\_\_

Proposer/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Purchasing Department.

|  |                             |
|--|-----------------------------|
| Company Name   | Telephone No. (     ) _____ |
| Mailing Address  | Fax No. (     ) _____       |
| City, State, Zip   | Tax I.D. No. _____          |
| E-Mail Address: _____  | Website Address: _____      |
| Representative(s) Name(s) & Title(s) _____   |                             |
| Type of Organization (check one): _____ Individual    _____ Partnership    _____ Corporation<br>_____ LLC                      _____ Other, Specify _____  |                             |
| Federal Identification No. or (if individual) SS No. _____   |                             |
| State of Incorporation: _____ Other: _____   |                             |
| Type of Business (check one): _____ Manufacturer    _____ Wholesaler    _____ Retailer    _____<br>Broker    _____ Distributor    _____ Service Organization    _____ Other, Specify _____   |                             |
| Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: _____  |                             |
| Small and/or Disadvantaged Business Information (check application criteria)<br>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<br><input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women<br><input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other<br><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?:<br><input type="checkbox"/> Yes <input type="checkbox"/> No  |                             |
| What type of product(s) is/are solicited by your company?: _____<br>_____<br>_____<br>_____<br>_____<br>_____  |                             |
| Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No   |                             |

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

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

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

If yes, by whom?:  State Building and Procurement Commission  Other \_\_\_\_\_

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

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid 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):

State Building and 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):

State Building and 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):

State Building and Procurement Commission  Other \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

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

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

|   |  |
|---|--|
| Name (as shown on your income tax return)   |  |
| Business name, if different from above  |  |
| Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... | <input type="checkbox"/> Exempt from backup<br>withholding |
| Address (number, street, and apt. or suite no.)   | Requester's name and address (optional)                    |
| City, state, and ZIP code   |  |
| List account number(s) here (optional)  |  |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

|                                |
|--------------------------------|
| Social security number         |
| +     +                        |
| OR                             |
| Employer identification number |
| +                              |

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

## Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

### Nonresident alien who becomes a resident alien.

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

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

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

## 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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

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

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

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

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

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

| IF the payment is for . . .  | THEN the payment is exempt for . . .   |
|--|--|
| Interest and dividend payments   | All exempt recipients except for 9   |
| Broker transactions  | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends                                   | Exempt recipients 1 through 5  |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt recipients 1 through 7 <sup>2</sup>  |

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

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.gov/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). 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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

## What Name and Number To Give the Requester

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)   | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law   | The actual owner <sup>1</sup>   |
| 5. Sole proprietorship or single-owner LLC  | The owner <sup>3</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 6. Sole proprietorship or single-owner LLC  | The owner <sup>3</sup>  |
| 7. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 8. Corporate or LLC electing corporate status on Form 8832  | The corporation   |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization  | The organization  |
| 10. Partnership or multi-member LLC   | The partnership   |
| 11. A broker or registered nominee  | The broker or nominee   |
| 12. 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   |

<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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal 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.)

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification  
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

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

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