

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

**CONTRACT FOR CONSULTING SERVICES**  
**C-08-409-02-24**

THIS AGREEMENT is made on the 24<sup>th</sup> day of February, 2009 by and between “The University Of Texas–Pan American (U.T.P.A.), Edinburg, HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter “County”) and The University Of Texas–Pan American, a University of (Hidalgo County, Texas) (hereinafter“ Consultant”) to serve at the pleasure of the Hidalgo County Commissioner’s Court.

**W I T N E S S E T H:**

WHEREAS, County desires to contract with a consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant(s) has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner’s Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant(s) agrees to provide the County the consulting services required by Hidalgo County in connection with “Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County” (the “Plan”) pursuant to Article 262.024 “The Professional Service Procurement Act”, Texas Local Government Code, the County requested proposals from professional consultants to assist the County in providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant(s) will report any problems or recommended changes in the Implementation of “Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County” to Hidalgo County.

3. As consideration for services of Consultant(s) described herein, County agrees to pay Consultant(s) the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant(s) must comply with all applicable County policies.

Notwithstanding the foregoing sentence, Consultant(s) represents and

maintains that he is an independent Consultant(s) and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. 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 (3) written notice prior to cancellation.

6. Consultant(s) may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant(s) agrees to comply with the Title VI of the Civil Rights Act of 1964. The term of this Contract will be effective upon approval of award through June 30, 2009, unless otherwise extended through Hidalgo County's option to extend/renew for one (1) year, under the same rates, terms and conditions.

9. Notice. Except as may be otherwise specifically provided in this Contract,

all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: County of Hidalgo, Texas  
Attn: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

If to Consultant(s): The University Of Texas–Pan American  
(U.T.P.A.)  
Attn: Michael Uhrbrock, Assoc. Dir. For  
Economic Development  
1201 W. University Drive  
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. Conflict with Applicable Law. Nothing in this Consultant(s) shall be construed so as to require the commission of any contrary to law, and

whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. Entire Agreement. This Contract contains the entire Contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant(s) and not otherwise.

13. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the

parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

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

16. Assignment. This Agreement shall not be assignable; provided, however, that Consultant(s) may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant(s) is not excused from and/or does not delegate its duties hereunder.

17. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and

the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Consultant(s) have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant(s) in accordance with its terms.

20. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant(s). County, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Consultant(s) agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant(s) or the acts or omissions of Consultant(s) employees, agents or other representatives, including the violation of any law or regulation related to Consultant(s)'s duties under this Agreement.

To the extend permitted by applicable law, County agrees to indemnify and hold Consultant(s) harmless from any loss, costs, liabilities or damages which are incurred by Consultant(s) which are primarily attributable to the acts

or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

23. Representation and Warranties. Consultant(s) represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Consultant(s) additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Consultant(s) pursuant to this Contract. In the event any representation or warranty of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to termination this Contract, for cause, in the manner herein provided. Consultant(s) acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant(s) as herein contained as a

material inducement to County to enter into the Contract.

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON 2-24, 2009.

APPROVED AS TO FORM:

By: Antonio Mendoza  
Antonio Mendoza, Assistant District Attorney

COUNTY OF HIDALGO, TEXAS  
By: Juan D. Salinas, III  
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk

Consultant:

By: James R. Langabeer  
Printed Name: James R. Langabeer

Title: VP for Business Affairs

Date: 3-24-09

# RFP/Q PACKET



PURCHASING DEPARTMENT  
County Of Hidalgo

October 20, 2008

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Re: **HIDALGO COUNTY**  
Request For Proposals/Qualifications: **"Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"**  
**RFP/Q NO: 2008-409-11-05-VYG**

Dear Respondents:

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

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP/O 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/QUALIFICATIONS (RFP/Q) CHECKLIST

PROFESSIONAL CONSULTANT SERVICES FOR ASSET MAPPING AND STRATEGIC PLANNING TO GUIDE  
ECONOMIC DEVELOPMENT IN HIDALGO COUNTY

RFP/Q NO: 2008-409-11-05-VYG

1. Request for Proposals/Qualifications Letter.
2. Request for Proposals/Qualifications, Legal Notice, consisting of 9 pages.
3. Exhibit A, Requirements, Scope of Services/Requirements consisting of 9 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 4 page.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 pages.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Proposer/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.
11. Draft Agreement, consisting of 7 pages.

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* <sup>PC</sup>

Martha L. Salazar, CPPB, Purchasing Agent

10/20/08

Date

<b>RFP/Q NO: 2008-409-11-05</b>	<b>BUYER II: VANGIE GARCIA</b>	<b>Tel. No: (956) 318-2626</b>
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**REQUEST FOR PROPOSALS/QUALIFICATIONS**

**Hidalgo County**  
Edinburg, Texas

**“PROFESSIOANL CONSULTANT SERVICES FOR ASSET MAPPING AND STRATEGIC  
PLANNING TO GUIDE ECONOMIC DEVELOPMENT IN HIDLAGO COUNTY”**

**NOVEMBER 05, 2008**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

(956) 318-2626

Form

HCPD-04

**LEGAL NOTICE**

**RFP NO: 2008-409-11-05-VYG**

1. Sealed proposals with qualifications will be received for **Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County**, in accordance with the requirements attached hereto as Exhibit "A." Proposals with qualifications 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 with qualification.
2. One (1) original and seven (7) copies of all RFP/Qs are required, with the vendor's 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/Q NO: 2008-409-11-05-VYG-Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, November 05 , 2008.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP/Q 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 THE FOLLOWING REFERENCE: RFP/Q NO: 2008-409-11-05-VYG-PROFESSIONAL CONSULTANT SERVICES FOR ASSET MAPPING AND STRATEGIC PLANNING TO GUIDE ECONOMIC DEVELOPMENT IN HIDALGO COUNTY.**

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, October 29, 2008 at 5:00 P.M. at (956) 318-2699, and/or BY EMAIL AT: sofia.hernandez@hidalgocountyjudge.com. Responses will be sent to all applicants via facsimile by Friday, October 31, 2008. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**Hidalgo County reserves the right to refuse and reject any/all proposals with qualifications and to waive any/all formalities or technicalities, or to accept the proposal with qualifications 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 with qualifications that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals with qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal with qualifications for approval. Receipt of any proposal with qualifications 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 with qualifications 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 item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer with qualifications, or to reject all proposals with qualifications and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal with qualifications and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
7. No proposal with qualifications may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. 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 With Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals with qualifications.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal with qualifications or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security 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.

15. DELIVERY INSTRUCTIONS: (If applicable)

- . 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  
2802 S. Business Hwy. 281, New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626

16. 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) **Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County.**
  - 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**  
**2808 S. Business Hwy. 281, New Administration Building**  
**Edinburg, Texas 78539 – (956)-587-6000**

17. Schedule of Events

**Projected Proposal With Qualification Opening, 9:30 A.M., NOVEMBER 05, 2008**  
**Project/Anticipated Award Date:** \_\_\_\_\_, 2008  
**Commence Work or Deliver Products** \_\_\_\_\_, 2008

18. ~~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.~~

19. Ethical Standards:

~~. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or~~

application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal 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.

20. Disclosure of Conflict of Interest:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who 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 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 PROPOSER.**

21. 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.
22. Proposals with qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal

with qualifications, 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.
23. 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 proposers' 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.
24. 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.
25. 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.
26. 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.

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.

**REQUEST FOR PROPOSAL/QUALIFICATIONS**  
**Professional Consultant Services For Asset Mapping And Strategic Planning To Guide**  
**Economic Development In Hidalgo County**

**RFP/Q NO: 2008-409-11-05-VYG**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
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 Request for Proposal With Qualification 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 with qualifications.

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: \_\_\_\_\_

**EXHIBIT A**  
**REQUIREMENTS**

**HIDALGO COUNTY**  
**REQUEST FOR**  
**PROPOSAL/QUALIFICATIONS**

**"PROFESSIONAL CONSULTANT SERVICES FOR ASSET MAPPING  
AND STRATEGIC PLANNING TO GUIDE ECONOMIC DEVELOPMENT  
IN HIDALGO COUNTY"**

**RFP/Q NO: 2008-409-11-05-VYG**

Hidalgo County is seeking sealed proposals with qualifications from qualified consultants to provide certain services related to research, analysis, strategic planning, meeting facilitation, and plan writing in support of the preparation of Hidalgo County's Comprehensive Economic Development Plan. The Hidalgo County Purchasing Department will receive sealed proposals with qualifications as specified herein. Sealed proposals with qualifications will be accepted until **9:30 A.M., Wednesday, November 05, 2008. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

**RFP/Q NO: 2008-409-11-05-VYG**

**US Postal Mail address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy. 281  
Edinburg, Texas 78539

**Physical Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.**  
The following outlines the Request For Proposal/Qualifications:

**SECTION I GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that "Request For Proposal/Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

**US Postal Mail address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy. 281  
Edinburg, Texas 78539

**Physical Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN** Wednesday, October 29, 2008 at 5:00 P.M. at (956) 318-2699, and/or **BY EMAIL AT:** sofia.hernandez@hidalgocountyjudge.com. Responses will be sent to all applicants via facsimile by Friday, October 31, 2008. **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/Q must submit a signed Proposer’s Affidavit (attached herein in **Exhibit E**) certainly 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/Qualification (RFP/Q) 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 RFP/Q, to make sure that it is stamped with date and time by the County Purchasing staff.

**SIGNING OF PROPOSALS/QUALIFICATIONS:**

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 any portion of 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 through June 30, 2009, unless otherwise extended through Hidalgo County's option to extend/renew for one (1) year, 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. **(if applicable)**

**SECTION II - PURPOSE**

As a result of a grant from the U.S. Department of Commerce's Economic Development Administration (EDA), Hidalgo County is working in collaboration with the economic development organizations within the county to create a countywide Comprehensive Economic Development Strategy (CEDS) to prepare the county to compete and succeed in a regional and global economy. This Request for Proposals (RFP) is seeking qualified consultants for the

provision of strategic planning services inclusive of research, analysis, strategy development, group process facilitation, and plan writing activities. Information to be collected/produced, studied and reported includes cataloguing and analyzing regional assets, and effective strategies and outreach for economic and workforce development transformation. The planning process requires (also see 13 C.F.R. § 303.6, paragraphs A.1 and A.2):

- Consultation with public officials, community leaders, representatives of economic and workforce development organizations and institutions of higher education, minority and labor groups, business associations, and private individuals;
- Conducting public forums to elicit public/private input;
- Researching and analyzing the current economic development situation of the region including a discussion of the population, geography, workforce, transportation, resources, environment, and other relevant information;
- Conducting SWOT analysis and resource mapping activities; and,
- Identifying strategies and resources for plan implementation.

The results of these efforts will be utilized to prepare a strategic plan that:

- Establishes and articulates a vision for economic and workforce development in the county and region;
- Embraces the principles of entrepreneurship, enhances regional clusters, and leverages technology innovators and local universities to the private sector;
- Includes clear and measureable goals and objectives;
- Outlines a plan of action with clear steps and strategies for achieving goals and objectives; and,
- Identifies potential resources/funding to support implementation of the plan.

### **SECTION III – BACKGROUND**

Hidalgo County has received a U.S. Department of Commerce/Economic Development Administration (EDA) grant to conduct strategic planning activities for the purpose of developing a countywide Comprehensive Economic Development Strategy. The role of the county is to work through a Strategy Committee of stakeholders identified by the county, serve as the convener of stakeholders during the planning process and oversee the implementation of grant activities consistent with the criteria set forth in the proposal as approved by EDA.

### **SECTION IV - RFP REQUIREMENTS**

#### **REQUEST FOR PROPOSAL/QUALIFICATION:**

The required contents and limitations for the preparation of the RFP/Q 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/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

#### **CONTENTS:**

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

**PROPOSAL NARRATIVE:**

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 5 pages in length.

Respondents must submit a written description of services that briefly describes the services to be provided specific to the requirements of this proposal. The written narrative, at minimum, must include the following information:

1. Demonstrated knowledge of the tasks required to meet the requirements of this proposal and the skills, abilities and talent necessary to successfully complete the tasks outlined in the Scope of Services.
  - Please include specifics and price required for your organization to complete this project. Additionally, please specify any cost associating with the mapping of physical assets using GIS software.
  - Provide the names, education and work experience of the key personnel that will be assigned to this project along with a description of their most recent work in similar projects. There is a one (1) page limitation for each biographic summary provided.
2. Demonstrated ability to perform the tasks required in this proposal, including prior experience in working on same/similar projects. Please attach references to the narrative response, which include the names, physical and electronic addresses, and telephone numbers of a minimum of three (3) clients for whom the respondent has conducted similar services. These references may be contacted.
3. Demonstrated knowledge of the time requirements for completion of all work required in the Scope of Services. The narrative must include specific details on the how the respondent will meet the timing requirements for this project and include a work plan with a brief description of each deliverable and its anticipated start and completion date.
4. Please provide contact information for the primary contact, including name, physical and electronic addresses, telephone number, and email address.

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

**TIMING:**

Ideally, this project will begin by mid October, with phased deliverables to be negotiated with the successful bidder. **The final product should be completed no later than June 15, 2009.** Your proposal should include an estimate of the timing to start and complete each element or deliverable. It is anticipated that, subsequent to awarding the project, specific approaches, requirements, and due dates will be worked out and included in the contract with the selected consultant.

## **FIRM QUALIFICATIONS:**

Individuals and organizations, whether for-profit or not-for-profit, having the appropriate experience and specific expertise necessary to carry out the duties and responsibilities outlined in the “Scope of Services” below. All proposers must have demonstrated experience in the area of asset mapping and strategic planning to be eligible for consideration. Hidalgo County reserves the right to check all references furnished and consider the responses received in evaluating the proposals.

## **SCOPE OF SERVICES:**

Hidalgo County is interested in strengthening its competitive position within state, national and global markets. Accordingly, the County is requesting proposals with qualifications from experienced, qualified consultants to prepare the following in accordance with applicable requirements from the U.S. Department of Commerce/Economic Development Administration grant award for creating a Comprehensive Economic Development Strategy. The successful respondent will be required to complete the following tasks/activities:

**Asset Mapping:** In order to strengthen the county’s competitive position within state, national and global markets, it is important to start by mapping the area’s asset base. The purpose of the Asset Map is will be to provide the County’s leadership with an understanding of the area’s asset base – human, financial, institutional, and natural among others; identify “gap” areas that require further investment; and provide a baseline for launching the strategic planning process and by which to measure future progress toward regional prosperity. The asset map should follow the framework set forth in “*Asset Mapping Roadmap: A Guide to Assessing Regional Development Resources*” developed by the Council on Competitiveness. The document can be found at [http://www.compete.org/images/uploads/File/PDF%20Files/Illuminate\\_regional\\_Aug2007.pdf](http://www.compete.org/images/uploads/File/PDF%20Files/Illuminate_regional_Aug2007.pdf).

Additionally, the selected consultant should make every effort to (a) avoid duplicating any current asset mapping activities underway in the region such as those of the Workforce Innovation in Regional Economic Development (WIRED) initiative; and (b) add value to current or recent asset mapping activities (i.e., *Texas in Focus: South Texas* - <http://www.cpa.state.tx.us/specialrpt/tif/southtexas/pdf/SouthTexasFullReport.pdf> ).

This request includes a full-level asset mapping process as follows

- Identification and cataloging of all major assets relevant to countywide and regional development.
- Basic evaluation of the strengths and weaknesses of all major assets and identification of gaps and redundancies in order to determine areas that require further investment.
- A comprehensive assessment to capture current and future utilization of assets, challenges and barriers to utilization, and the need for increased asset creation and investment. This component of the asset mapping process should specifically focus on the health care industry.

**Strategic Planning:** The asset mapping findings will be used to launch the strategic planning process. The purpose of the strategic planning process is to provide the County’s leadership with a strategy for improving its overall competitive position. The consultant will assist the Strategy Committee and Hidalgo County economic development staff in preparing a five-year CEDS for

Hidalgo County that complies with the requirements of 13 CFR § 303.7 (Code of Federal Regulations). This request includes the provision of strategic planning services inclusive of research, analysis, strategy development, group process facilitation, and plan writing activities.

The consultant will be required to submit a draft of both the Asset Map and Strategic Plan for review and comment before submitting the final document. An electronic copy of the final document is required.

**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 with qualifications based on the scope of work and services.

**SECTION V: SELECTION AND SCHEDULES**

**EVALUATION SYSTEM:**

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in providing the required services.

The evaluation consists of a 100-point scoring system, weighted as follows:

<b>NARRATIVE</b>	<b>15 POINTS</b>
<b>BUDEGET &amp; COST EFFECTIVENESS</b>	<b>15 POINTS</b>
<b>PRIOR EXPERIENCE</b>	<b>30 POINTS</b>
<b>PROPOSER'S QUALIFICATIONS</b>	<b>20 POINTS</b>
<b>ABILITY TO MEET TIMING REQUIREMENTS</b>	<b>20 POINTS</b>

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.

**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 WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFP/Qs should be submitted to:**

<p><b><u>US Postal Mail address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539</p>	<p><b><u>Physical Address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
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RFP/Qs must be submitted by **no later than 9:30 a.m. on Wednesday, November 05, 2008.** Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q.

## **TERMS AND CONDITIONS**

- This RFP does not commit Hidalgo County to award a contract.
- Hidalgo County will not pay any costs incurred by the respondent in the preparation of this proposal.
- Hidalgo County may accept or reject any or all proposals received as a result of this RFP, or cancel in part or in its entirety this RFP if it is in the best interest of Hidalgo County to do so.
- Hidalgo County may request additional information or a personal interview in support of the written proposals.
- Hidalgo County may award a contract under this RFP without discussion with the respondent. Therefore, proposals should be submitted on the most favorable terms from both the technical and cost standpoint.
- Hidalgo County reserves the right not to fund the respondent with either the lowest cost or the highest score on the proposal.
- Hidalgo County may require the selected respondent to participate in negotiations and submit price, technical or other revisions to the proposal as a result of the negotiations.
- The contract award is subject to the availability of Federal funds and the execution of a contract acceptable to both the selected respondent and Hidalgo County.
- Hidalgo County reserves the right to reject the proposal of any respondent based on any misrepresentation.

# **EXHIBIT B**

## **EVALUATION CRITERIA**

### **HIDALGO COUNTY - REQUEST FOR PROPOSAL/QUALIFICATIONS**

**"PROFESSIONAL CONSULTANT SERVICES FOR ASSET MAPPING AND  
STRATEGIC PLANNING TO GUIDE ECONOMIC DEVELOPMENT IN HIDALGO  
COUNTY"**

**RFP/Q NO: 2008-409-11-05-VYG**

# SELECTION/EVALUATION/RANKING CRITERIA

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in asset mapping and strategic planning, including but not limited to the following:

**A. NARRATIVE - 15 POINTS**

1. Knowledgeable of the tasks required to meet the proposal requirements.
2. Provides expert personnel in strategic planning and asset mapping, and makes such personnel available to the County for the duration of the project.
3. Indicative of outstanding or exceptional performance of required services.
4. Adequacy of resources to perform these services.

**B. BUDGET & COST EFFECTIVENESS - 15 POINTS**

Provides the required turnkey services at a reasonable cost.

**C. PRIOR EXPERIENCE - 30 POINTS**

1. Demonstrates experience in providing strategic planning and asset mapping services, including research, analyses, strategy development, group process facilitation, and plan writing activities.
2. Demonstrates experience in developing strategic plans, and in organizing asset-mapping projects using the same or similar framework set forth in "*Asset Mapping Roadmap: A Guide to Assessing Regional Development Resources.*"
3. Provides references.
4. Extent of experience.

**D. PROPOSER'S QUALIFICATIONS - 20 POINTS**

1. Meets minimum of five (5) years of experience in providing strategic planning services.
2. Meets minimum of three (3) years of experience in providing asset mapping services.
3. Experience relevant to the tasks set forth in the scope of services.

**E. ABILITY TO MEET TIMING REQUIREMENTS - 20 POINTS**

1. Demonstrates knowledge of the time requirements for completion of all work required in the Scope of Services.
2. Specifies in the work plan how the timing requirements will be met.

**Total Points = 100 Points**

# RFP EVALUATION FORM

<u>SELECTION CRITERIA</u>	<u>Points</u>	<u>Score</u>
<b>A. NARRATIVE</b>		
<ol style="list-style-type: none"> <li>1. Knowledge of tasks required to meet the proposal requirements.</li> <li>2. Provides expert personnel in strategic planning and asset mapping, and makes such personnel available to the County for the duration of the project.</li> <li>3. Indicative of outstanding or exceptional performance of required services.</li> </ol>	15 Points	_____
Comments/Rationale For Points: _____		
<hr/>		
<b>B. BUDGET AND COST EFFECTIVENESS</b>		
Provides the required turnkey services at a reasonable cost.	15 Points	_____
Comments/Rationale For Points: _____		
<hr/>		
<b>C. PRIOR EXPERIENCE</b>		
<ol style="list-style-type: none"> <li>1. Experience in providing strategic planning and asset mapping services, including research, analyses, strategy development, group process facilitation, and plan writing activities.</li> <li>2. Experience in developing strategic plans, and in organizing asset mapping projects using the same or similar framework set forth in "Asset Mapping Roadmap: A Guide to Assessing Regional Development Resources."</li> <li>3. Provides references.</li> <li>4. Extent of experience.</li> </ol>	30 Points	_____
Comments/Rationale For Points: _____		
<hr/>		
<b>D. QUALIFICATIONS</b>		
<ol style="list-style-type: none"> <li>1. Met minimum of five (5) years of experience in providing strategic planning services.</li> <li>2. Met minimum of three (3) years of experience in providing asset mapping services.</li> <li>3. Experience relevant to the tasks set forth in the scope of services.</li> </ol>	20 Points	_____
Comments/Rationale For Points: _____		

**E. ABILITY TO MEET TIMING REQUIREMENTS**

1. Knowledge of the time requirements for completion of all work required in the Scope of Services.
2. Work plan provides specific details on how the timing requirements will be met.

20 Points \_\_\_\_\_

Comments/Rationale For Points: \_\_\_\_\_

**Total Score** \_\_\_\_\_

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

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

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

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

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

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

**ACORD** **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

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

**INSURERS AFFORDING COVERAGE**

INSURED

INSURER A:  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

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

INSR LTR	LIST OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	COVERAGE	LIMIT
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PROPERTY DAMAGE (All Occurrences)	\$
	<input type="checkbox"/> CLAIMS MADE / OCCUR				MEDICAL EXPENSES	\$
	<input type="checkbox"/> OWNERS & COM. PROF.				PET. & ADV. INJURY	\$
	<input type="checkbox"/> OWNERS PROTECTIVE LIABILITY				ALL AGGREGATE	\$
	GENL. AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				CONTRACTS - COMP. OP.	\$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (All accidents)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY (All accidents)	\$
<input type="checkbox"/> NON OWNED AUTOS				OTHER THAN AUTO ONLY (All accidents)	\$	
	<b>GARAGE LIABILITY</b>				AGGREGATE	\$
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE \$					\$
	<input type="checkbox"/> RETENTION \$					\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATE / OTHER TOPY LIMITS	\$
					E.L. EACH EMPLOYEE	\$
					E.L. DISABILITY PER EMPLOYEE	\$
	<b>OTHER</b>				E.L. DISABILITY PER EMPLOYEE	\$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER: Hidalgo County  
 Attn: Purchasing Department  
 2812 S Highway Bus. 281  
 Edinburg, Texas 78539

ADDITIONAL INSURED: INSURER LETTER

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

# Insurance Requirement Acknowledgment

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

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

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

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

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

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

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

1. Licenses: \_\_\_\_\_.

2. Bonds: \_\_\_\_\_.

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

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

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

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

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

## EXHIBIT "D"

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b>                      This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received:	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

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

<b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING</b>
--

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 \_\_\_\_\_, 2008.

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

My commission expires: \_\_\_\_\_, 2008.



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

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

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

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

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

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**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

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

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

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

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

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## 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/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup 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.

Social security number								
or								
Employer identification number								

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

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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:

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

**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:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- 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.

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**CONTRACT FOR CONSULTING SERVICES**

THIS AGREEMENT is made on the \_\_\_ day of \_\_\_\_\_, 2008 by and between

**HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and \_\_\_\_\_ a resident of (Hidalgo County, Texas) \_\_\_\_\_ (hereinafter "Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant(s) has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant(s) agrees to provide the County the consulting services required by Hidalgo County in connection with **"Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"** (the "Plan") pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code, the County are requested proposals form professional consultants to assist the County to providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant(s) will report any problems or recommended changes in the Implementation of **"Professional Consultant Services For Asset Mapping And Strategic**

**Planning To Guide Economic Development In Hidalgo County”** to Hidalgo County.

3. As consideration for services of Consultant(s) described herein, County agrees to pay Consultant(s) the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant(s) must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant(s) represents and maintains that he is an independent Consultant(s) and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Consultant(s) agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Consultant(s) at the time of termination under this contract will be due and payable to Consultant(s) within thirty (30) days following the time of contract termination.

6. Consultant(s) may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant(s) agrees to comply with the Title VI of the Civil Rights Act of 1964.

The term of this Contract will be through June 30, 2009, unless otherwise extended through Hidalgo County's option to extend/renew for one (1) year, under the same rates, terms and conditions.

9. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in

writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the address set forth below, or at such other address as may have been theretofore specified by written notice delivered in accordance herewith.

If to County: County of Hidalgo, Texas  
Attn: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

If to Consultant(s): \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. Conflict with Applicable Law. Nothing in this Consultant(s) shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. Entire Agreement. This Contract contains the entire Contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant(s) and not otherwise.

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

14. Additional Documents. The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

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

16. Assignment. This Agreement shall not be assignable; provided, however, that Consultant(s) may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant(s) is not excused from and/or does not delegate its duties hereunder.

17. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Contract shall include the other

gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Consultant(s) have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant(s) in accordance with its terms.

20. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant(s). County, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Consultant(s) agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant(s) or the acts or omissions of Consultant(s) employees, agents or other representatives, including the violation of any law or regulation related to Consultant(s)'s duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Consultant(s) harmless from any loss, costs, liabilities or damages which are incurred by Consultant(s) which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

23. Representation and Warranties. Consultant(s) represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Consultant(s) additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Consultant(s) pursuant to this Contract. In the event any representation or warranty of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract, for cause, in the manner herein provided. Consultant(s) acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant(s) as herein contained as a material inducement to County to enter into the

Contract.

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON \_\_\_\_\_, 2008.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P

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

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

COUNTY OF HIDALGO, TEXAS

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

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

ATTEST:

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

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

Consultant:

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

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

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

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

**APPENDIX "A"**  
**CONSULTANT SERVICES**

Hidalgo County is seeking sealed proposals with qualifications from qualified consultants to provide certain services related to research, analysis, strategic planning, meeting facilitation, and plan writing in support of the preparation of Hidalgo County's Comprehensive Economic Development Plan. The Hidalgo County Purchasing Department will receive sealed proposals with qualifications as specified herein. Sealed proposals with qualifications will be accepted until **9:30 A.M., Wednesday, November 05 , 2008. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

**RFP/Q NO: 2008-409-11-05-VYG**

**US Postal Mail address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy. 281  
Edinburg, Texas 78539

**Physical Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

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

The following outlines the Request For Proposal/Qualifications:

**SECTION I GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that "Request For Proposal/Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

**US Postal Mail address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy. 281  
Edinburg, Texas 78539

**Physical Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, October 29, 2008 at 5:00 P.M. at (956) 318-2699, and/or BY EMAIL AT: sofia.hernandez@hidalgocountyjudge.com. Responses will be sent to all applicants via facsimile by Friday, October 31, 2008. 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/Q 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/Qualification (RFP/Q) 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 RFP/Q, to make sure that it is stamped with date and time by the County Purchasing staff.

**SIGNING OF PROPOSALS/QUALIFICATIONS:**

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 any portion of 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 through June 30, 2009, unless otherwise extended through Hidalgo County's option to extend/renew for one (1) year, 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. **(if applicable)**

**SECTION II - PURPOSE**

As a result of a grant from the U.S. Department of Commerce's Economic Development Administration (EDA), Hidalgo County is working in collaboration with the economic development organizations within the county to create a countywide Comprehensive Economic Development Strategy (CEDS) to prepare the county to compete and succeed in a regional and global economy. This Request for Proposals (RFP) is seeking qualified consultants for the provision of strategic planning services inclusive of research, analysis, strategy development, group process facilitation, and plan writing activities. Information to be collected/produced, studied and reported includes cataloguing and analyzing regional assets, and effective strategies

and outreach for economic and workforce development transformation. The planning process requires (also *see* 13 C.F.R. § 303.6, paragraphs A.1 and A.2):

- Consultation with public officials, community leaders, representatives of economic and workforce development organizations and institutions of higher education, minority and labor groups, business associations, and private individuals;
- Conducting public forums to elicit public/private input;
- Researching and analyzing the current economic development situation of the region including a discussion of the population, geography, workforce, transportation, resources, environment, and other relevant information;
- Conducting SWOT analysis and resource mapping activities; and,
- Identifying strategies and resources for plan implementation.

The results of these efforts will be utilized to prepare a strategic plan that:

- Establishes and articulates a vision for economic and workforce development in the county and region;
- Embraces the principles of entrepreneurship, enhances regional clusters, and leverages technology innovators and local universities to the private sector;
- Includes clear and measureable goals and objectives;
- Outlines a plan of action with clear steps and strategies for achieving goals and objectives; and,
- Identifies potential resources/funding to support implementation of the plan.

### **SECTION III – BACKGROUND**

Hidalgo County has received a U.S. Department of Commerce/Economic Development Administration (EDA) grant to conduct strategic planning activities for the purpose of developing a countywide Comprehensive Economic Development Strategy. The role of the county is to work through a Strategy Committee of stakeholders identified by the county, serve as the convener of stakeholders during the planning process and oversee the implementation of grant activities consistent with the criteria set forth in the proposal as approved by EDA.

### **SECTION IV - RFP REQUIREMENTS**

#### **REQUEST FOR PROPOSAL/QUALIFICATION:**

The required contents and limitations for the preparation of the RFP/Q 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/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

#### **CONTENTS:**

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

#### **PROPOSAL NARRATIVE:**

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 5 pages in length.

Respondents must submit a written description of services that briefly describes the services to be provided specific to the requirements of this proposal. The written narrative, at minimum, must include the following information:

1. Demonstrated knowledge of the tasks required to meet the requirements of this proposal and the skills, abilities and talent necessary to successfully complete the tasks outlined in the Scope of Services.
  - Please include specifics and price required for your organization to complete this project. Additionally, please specify any cost associating with the mapping of physical assets using GIS software.
  - Provide the names, education and work experience of the key personnel that will be assigned to this project along with a description of their most recent work in similar projects. There is a one (1) page limitation for each biographic summary provided.
2. Demonstrated ability to perform the tasks required in this proposal, including prior experience in working on same/similar projects. Please attach references to the narrative response, which include the names, physical and electronic addresses, and telephone numbers of a minimum of three (3) clients for whom the respondent has conducted similar services. These references may be contacted.
3. Demonstrated knowledge of the time requirements for completion of all work required in the Scope of Services. The narrative must include specific details on the how the respondent will meet the timing requirements for this project and include a work plan with a brief description of each deliverable and its anticipated start and completion date.
4. Please provide contact information for the primary contact, including name, physical and electronic addresses, telephone number, and email address.

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

**TIMING:**

Ideally, this project will begin by mid October, with phased deliverables to be negotiated with the successful bidder. **The final product should be completed no later than June 15, 2009.** Your proposal should include an estimate of the timing to start and complete each element or deliverable. It is anticipated that, subsequent to awarding the project, specific approaches, requirements, and due dates will be worked out and included in the contract with the selected consultant.

**FIRM QUALIFICATIONS:**

Individuals and organizations, whether for-profit or not-for-profit, having the appropriate experience and specific expertise necessary to carry out the duties and responsibilities outlined in the "Scope of Services" below. All proposers must have demonstrated experience in the area of asset mapping and strategic planning to be eligible for consideration. Hidalgo County reserves the right to check all references furnished and consider the responses received in evaluating the proposals.

### **SCOPE OF SERVICES:**

Hidalgo County is interested in strengthening its competitive position within state, national and global markets. Accordingly, the County is requesting proposals with qualifications from experienced, qualified consultants to prepare the following in accordance with applicable requirements from the U.S. Department of Commerce/Economic Development Administration grant award for creating a Comprehensive Economic Development Strategy. The successful respondent will be required to complete the following tasks/activities:

**Asset Mapping:** In order to strengthen the county's competitive position within state, national and global markets, it is important to start by mapping the area's asset base. The purpose of the Asset Map is will be to provide the County's leadership with an understanding of the area's asset base – human, financial, institutional, and natural among others; identify “gap” areas that require further investment; and provide a baseline for launching the strategic planning process and by which to measure future progress toward regional prosperity. The asset map should follow the framework set forth in “*Asset Mapping Roadmap: A Guide to Assessing Regional Development Resources*” developed by the Council on Competitiveness. The document can be found at [http://www.compete.org/images/uploads/File/PDF%20Files/Illuminate\\_regional\\_Aug2007.pdf](http://www.compete.org/images/uploads/File/PDF%20Files/Illuminate_regional_Aug2007.pdf).

Additionally, the selected consultant should make every effort to (a) avoid duplicating any current asset mapping activities underway in the region such as those of the Workforce Innovation in Regional Economic Development (WIRED) initiative; and (b) add value to current or recent asset mapping activities (i.e., *Texas in Focus: South Texas* - <http://www.cpa.state.tx.us/specialrpt/tif/southtexas/pdf/SouthTexasFullReport.pdf>).

This request includes a full-level asset mapping process as follows

- Identification and cataloging of all major assets relevant to countywide and regional development.
- Basic evaluation of the strengths and weaknesses of all major assets and identification of gaps and redundancies in order to determine areas that require further investment.
- A comprehensive assessment to capture current and future utilization of assets, challenges and barriers to utilization, and the need for increased asset creation and investment. This component of the asset mapping process should specifically focus on the health care industry.

**Strategic Planning:** The asset mapping findings will be used to launch the strategic planning process. The purpose of the strategic planning process is to provide the County's leadership with a strategy for improving its overall competitive position. The consultant will assist the Strategy Committee and Hidalgo County economic development staff in preparing a five-year CEDS for Hidalgo County that complies with the requirements of 13 CFR § 303.7 (Code of Federal Regulations). This request includes the provision of strategic planning services inclusive of research, analysis, strategy development, group process facilitation, and plan writing activities.

The consultant will be required to submit a draft of both the Asset Map and Strategic Plan for review and comment before submitting the final document. An electronic copy of the final document is required.

### **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 with qualifications based on the scope of work and services.

**SECTION V: SELECTION AND SCHEDULES**

**EVALUATION SYSTEM:**

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in providing the required services.

The evaluation consists of a 100-point scoring system, weighted as follows:

<b>NARRATIVE</b>	<b>15 POINTS</b>
<b>BUDEGET &amp; COST EFFECTIVENESS</b>	<b>15 POINTS</b>
<b>PRIOR EXPERIENCE</b>	<b>30 POINTS</b>
<b>PROPOSER'S QUALIFICATIONS</b>	<b>20 POINTS</b>
<b>ABILITY TO MEET TIMING REQUIREMENTS</b>	<b>20 POINTS</b>

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.

**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 WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFP/Qs should be submitted to:**

<b><u>US Postal Mail address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	<b><u>Physical Address:</u></b> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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RFP/Qs must be submitted by **no later than 9:30 a.m. on Wednesday, November 05, 2008.** Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q.

**TERMS AND CONDITIONS**

- This RFP does not commit Hidalgo County to award a contract.
- Hidalgo County will not pay any costs incurred by the respondent in the preparation of this proposal.
- Hidalgo County may accept or reject any or all proposals received as a result of this RFP, or cancel in part or in its entirety this RFP if it is in the best interest of Hidalgo County to do so.

- Hidalgo County may request additional information or a personal interview in support of the written proposals.
- Hidalgo County may award a contract under this RFP without discussion with the respondent. Therefore, proposals should be submitted on the most favorable terms from both the technical and cost standpoint.
- Hidalgo County reserves the right not to fund the respondent with either the lowest cost or the highest score on the proposal.
- Hidalgo County may require the selected respondent to participate in negotiations and submit price, technical or other revisions to the proposal as a result of the negotiations.
- The contract award is subject to the availability of Federal funds and the execution of a contract acceptable to both the selected respondent and Hidalgo County.
- Hidalgo County reserves the right to reject the proposal of any respondent based on any misrepresentation.

**APPENDIX "B"**  
**CONSULTANT FEE**

**MEMORANDUM**  
**(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Michael Uhrbrock, Assoc. Dir. For Economic Development  
University Of Texas-Pan American (U.T.P.A.)

From: Vangie Y. Garcia, Contract's Manager  
Hidalgo County Purchasing Department

Date: February 4, 2009

Re: Request of "Best and Final Offer" for  
RFP/Q NO: 2008-409-11-05-VYG Hidalgo County Professional Consultant Services For Asset  
Mapping And Strategic Planning To Guide Economic Development In Hidalgo County

Let this serve as a notice of Hidalgo County Commissioners' Court action taken on February 3, 2009 approval of the grading committee's evaluation for the number one ranked participant and authority to negotiate for a Best and Final Offer with The University Of Texas Pan American (U.T.P.A.).

Pursuant to the presentation meeting that was held on Friday, January 23, 2009, at this time, Hidalgo County is requesting for The University Of Texas-Pan American to consider and submit a "Best And Final Offer" for the above-referenced project.

We request that you please sign and remit acknowledgement/best and final offer via facsimile @ (956) 318-2629 or email: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us) . Please submit your "Best And Final Offer" within today, in order for me to add as an attachment to the agenda for the following court date of Tuesday, February 10, 2009. I will also require for you to submit insurance certificate(s) as requested in Exhibit C of the RFP in order to complete the finalization of the contract.

If you have any questions, please call me at (956) 290-7000-4856. Thank you.

Best And Final Offer: ~~\$157,644~~ plus reimbursable expenses for travel, telephone, and Internet

Signed: James R. Langabeer

Date: 2/23/09

Printed Name: James R. Langabeer

Title: Vice-President for Business Affairs

**EXHIBIT "C"**  
**INSURANCE DOCUMENTATION**



**SUMMARY STATEMENT OF INSURANCE RISKS FOR  
THE UNIVERSITY OF TEXAS SYSTEM  
The University of Texas – Pan American  
Summary Statement of Insurance**

**FRP/Q: 2008-409-11-05-VYG-Hidalgo County Professional Consultant Services For Asset  
Mapping and Strategic Planning To Guide Economic Development in Hidalgo County**

**General Liability**

It is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states 'that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment...' Liability of the state government under this chapter is limited to money damages in a maximum amount of \$250,000 for each person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

**Workers' Compensation**

Employees of the University of Texas System are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by the Texas Labor Code, Chapter 503.

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Richard Costello, DrPH  
Director – Environmental Health and Safety  
(956) 381-3690      (956) 381-2699 (fax)

# Insurance Requirement Acknowledgment

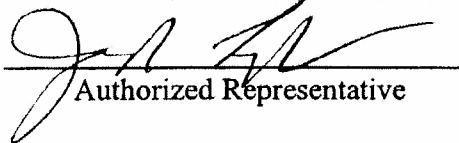
I, James R. Langabeer, authorized representative for UTPA,  
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

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

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

  
Authorized Representative

11/11/08  
Date

### **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

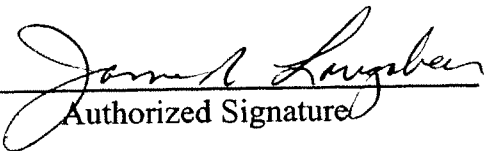
## PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, James R. Langabeer, possess all of the APPLICABLE:

1. Licenses: \_\_\_\_\_.
2. Bonds: \_\_\_\_\_.
3. Certificates: \_\_\_\_\_.
4. Permits: \_\_\_\_\_.
5. Other: \_\_\_\_\_.

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

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

  
Authorized Signature

4/14/88  
Date

The University of Texas-Pan American  
Company

1201 W. University Dr.  
Address

Edinburg, Texas 78539  
City, State, Zip

**EXHIBIT "D"**  
**CONFLICT OF INTEREST FORM**  
**(CIQ)**

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

James R. Langabeer

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

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

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

J.D. Salinas, Hidalgo County Judge

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

Profession business relationship

Signature of person doing business with the governmental entity

Date

**EXHIBIT "E"**  
**PROPOSER'S AFFIDAVIT FORM**

**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, James R. Langabeer, 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:

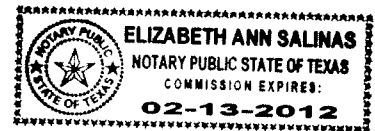
Signature/Title: *James R. Langabeer* Vice President for Business Affairs

Subscribed and sworn to before me this 11<sup>th</sup> day of Nov, 2008.

*Elizabeth A. Salinas*

Notary Public

My commission expires: 02-13-2012, 2008.



# APPLICATION FORM

# HIDALGO COUNTY PURCHASING DEPARTMENT Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department  
thru Facsimile: (956) 318-2629,  
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539  
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: UTPA	Telephone No. (956 ) 381-2100
dba Name: The University of Texas-Pan American	
Legal Name: The University of Texas-Pan American	
Mailing Address : 1201 W. University Fax No. (956 ) 381-2150	
Physical Address: 1201 W. University	
City, State, Zip Edinburg, TX 78539 Tax I.D. No. 74740032K (State Exempt No.)	
Remit to Address :	City, State, Zip
E-Mail Address: president@utpa.edu	
Representative(s) Name(s) & Title(s) Dr. Blandina Cardinas, President	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify <u>University</u>	
State Identification No. <u>74740032K</u> (Please attached completed W-9 form with this application)	
Federal Identification No. or (if individual) SS No. <u>74-6002942</u>	
State of Incorporation: _____ Date: _____ Other: _____	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify <u>University</u>	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>James R. Langabeer, Vice President for Business Affairs</u>	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: <input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> More than 500,000 annual gross receipt	
Disadvantaged Business (At Least 51% Ownership) <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other	
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Indicate Certification No.(s): <u>NA</u> or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: <u>NA</u>	
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

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

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

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

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

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**LIST OF CERTIFIED HUB SUBCONTRACTORS**  
(Attach additional pages if necessary)

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

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

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

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

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# W-9 FORM

**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)  
**The University of Texas-Pan American**

Business name, if different from above  
**The University of Texas-Pan American**

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other **University**  Exempt from backup withholding

Address (number, street, and apt. or suite no.)  
**1201 W. University Dr.**

City, state, and ZIP code  
**Edinburg, TX 78539**

List account number(s) here (optional)

Requester's name and address (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.

Social security number  
| | | | | | | |

OR

Employer identification number  
**714160102942**

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

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- 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

*James Sanchez*

Date

*11/11/08*

**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- 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:

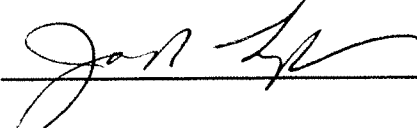
- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

# DEBARMENT FORM

**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: VP for Business Affairs  
Telephone Number: (956) 381-2121  
Date: 11/11/08

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

**B. Pct. #4 Constable:(Project #09-121-OGG)**  
 One (1) New 2009 F150 PU 4x4; in the amount not to exceed \$34,990.00  
 One (1) New 2009 F150 PU 4x4; in the amount not to exceed \$36,335.00  
 Combined total: \$ 164,943.00  
 Buyboard Fee: \$ 400.00  
 Total amount: \$ 165,343.00

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items A & B.

10. **Requesting discussion, consideration and approval to purchase (6) Six New 2009 Chevrolet Tahoe PPV through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor Caldwell Country Chevrolet (Contract #VE03-06) for Pct. #3 and Pct. #4 Constables:**

**A. Pct. #3 Constables: (Project #09-11 9-OGG)**  
 Four (4) New 2009 Tahoe PPV in the amount not to exceed \$143,084.00

**B. Pct. #4 Constables: (Project #09-120-OGG)**  
 Two (2) New 2009 Tahoe PPV in the amount not to exceed \$81,812.00  
 Combined Total: \$ 224,896.00  
 H-GAG Fee's: \$ 600.00  
 Total Amount \$ 225,496.00

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items A & B.

**B. County Judge's Office**

1. **Presentation for discussion, consideration, acceptance and approval of the final negotiated contract which includes a "Best And Final Offer" (BAFO) with University Of Texas Pan American (U.T.P.A.) for RFP NO: 2008-409-11-05-VYG-Hidalgo County Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development. (C-08-409-02-24)**

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval subject to the Auditor.

**C. Pct. 1**

1. **Recommending bid award to the sole bidder meeting all specifications and approval of contract for the request for bids "Landfill Access for Precinct No. 1.**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

