

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS AGREEMENT is made on the 24th 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.

WITNESSETH:

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, 2nd 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 at 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 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 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

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. 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**) 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 cataloging 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.

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:

NARRATIVE	15 POINTS
BUDEGET & COST EFFECTIVENESS	15 POINTS
PRIOR EXPERIENCE	30 POINTS
PROPOSER'S QUALIFICATIONS	20 POINTS
ABILITY TO MEET TIMING REQUIREMENTS	20 POINTS

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><u>US Postal Mail address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539</p>	<p><u>Physical Address:</u> 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.

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: 2008-109-11-05-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 . 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: _____

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.

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

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.

AI-13791

23.B.1.

Hidalgo County Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development

CC REGULAR

Date: 02/24/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** County Judge's Office

Information

CAPTION

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.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1297-465-20-110-070-9-311
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [Contract Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	02/04/2009 08:00 AM	CREATED
1	Purchasing Department	Marty Salazar	02/20/2009 12:04 PM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 01:28 PM	APRV
3	Roland Garcia			NEW
4	Auditor's Office			

Form Started By: Vangie Garcia Started On: 02/04/2009 08:00 AM

AI-16016

9.M.

**Renewal/Extension-C-08-409-02-24-The University Of Texas-Pan American
CC CONSENT**

Date: 06/22/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval to exercise the one (1) year extension/renewal option as provided in the current contract #08-409-02-24-Consulting Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County, under the same rates, terms and conditions with "The University Of Texas-Pan American (UTPA) with extension/renewal effective as of: July 1, 2009 through June 30, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1287-465-20-110-070-9-311
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance of \$16,000.00 as of 06/17/09.

*A request has been made to EDA to move monies within the grant (categorically) to fund this particular project. Request is pending at this time.

Attachments

Link: [Extension Letter](#)

Link: [Contract Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 11:31 AM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 11:48 AM	APRV
3	Roland Garcia	Rolando Garcia	06/18/2009 08:42 AM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW
Form Started By: Vangie Garcia			Started On: 06/15/2009 04:53 PM	
Final Approval Date: 06/18/2009				



PURCHASING DEPARTMENT
County Of Hidalgo

June 15, 2009

Michael Uhrbrock, Associate Director
For Economic Development
*Attn: James R. Langabeer, Vice President
For Business Affairs*
For The University Of Texas-Pan American
1201 W. University Drive
Edinburg, Texas 78539

Via e-mail: uhrborck@utpa.edu

*Re: Renewal/Extension of Contract No. 08-409-02-24
"Consulting Services For Asset Mapping And Strategic Planning To Guide
Economic Development In Hidalgo County"*

Dear Mr. Uhrbrock/Mr. Langabeer:

Commissioners' Court will take applicable action (Monday, June 23, 2009) in connection with the option to extend/renew the one (1) year as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of July 1, 2009 with termination date of June 20, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, June 16, 2009, 3:00 p.m., or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us

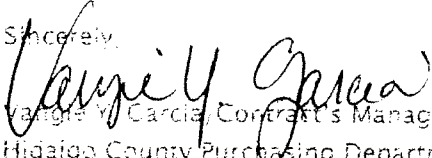
There is a deadline to submit our agendas and I need to attach this document as backup with my agenda request.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: _____

Date: _____

Sincerely,


Evangelina Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department