

# Hidalgo County Head Start Program

BID NO:2010-014-03-30	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149
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**HIDALGO COUNTY HEAD START PROGRAM**

**REQUEST FOR QUALIFICATIONS**

**MEDICAL & DENTAL PROVIDERS**

**Hidalgo County Head Start  
McAllen, Texas**

**March 30, 2010**

Contact Person:

Ambrosio Tovar, Procurement Director  
Hidalgo County Head Start Program  
1901 W. State Hwy 107  
McAllen, Texas 78504  
(956) 380-4149

**HIDALGO COUNTY HEAD START PROGRAM  
REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST  
“MEDICAL & DENTAL PROVIDERS”  
BID NO: 2010-014-03-30**

- 1) Request For Qualifications Letter, consisting of 1 page.
- 2) Request for Qualifications, Legal Notice, consisting of 7 pages.
- 3) Acknowledgement Form, consisting of 1 page.
- 4) Requirements Criteria, Exhibit A, consisting of 7 pages.
- 5) Evaluation Criteria, Exhibit B, consisting of 2 pages.
- 6) Certification Regarding Debarment, Suspension, Ineligibility consisting of 1 page.
- 7) Insurance Requirements, Exhibit C, consisting of 3 pages.
- 8) Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 2 pages.
- 9) Proposer’s Affidavit, Exhibit E, consisting of 1 page.
- 10) Vendor Application, Historically Underutilized Business (HUB) Declaration, and Primary Covered Transactions consisting of 3 pages.
- 11) Draft Contract for Professional Services, consisting of 6 pages.
- 12) W-9 Form (Request for Taxpayer ID), consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

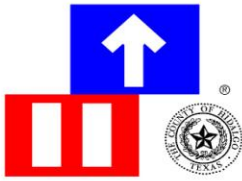
Thank you.

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Ambrosio Tovar, Procurement Director

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March 30, 2010



## Hidalgo County Head Start Program

March 30, 2010

HIDALGO COUNTY HEAD START PROGRAM  
REQUEST FOR QUALIFICATIONS (RFQ)  
"MEDICAL & DENTAL PROVIDERS"  
BID NO: 2010-014-03-30

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call me at (956) 380-4149.

Sincerely,

Ambrosio Tovar,  
Procurement Director

## LEGAL NOTICE

**BID NO: 2010-014-03-30**

1. Sealed Statements of Qualifications will be received for "MEDICAL & DENTAL PROVIDERS for the Hidalgo County Head Start Program" in accordance with the requirements attached as Exhibit "A" hereto. The RFQ should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and Three (3) copies of the RFQ are required, with 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: REQUEST FOR QUALIFICATIONS (RFQ) "Medical & Dental Providers" and delivered to Hidalgo County Head Start Program- Administration Office located at: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Friday, April 30 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 IN REFERENCE TO RFQ. Hidalgo County Head Start Program reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County Head Start Program. WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Friday, April 23, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Monday April 26, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.
3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this RFQ that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all RFQ submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ for approval. Receipt of any RFQ shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar RFQ. The award of this contract shall be made to the responsible offer or whose RFQ 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 Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQ and re-advertise.
5. For work to be performed at a Hidalgo County Head Start Program location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.
6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to open RFQ.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. Hidalgo County Head Start Program reserves the right to accept or reject any or all Request for Qualification (RFQ).
9. Costs are to be Net F.O.B. destination, Hidalgo County Head Start Program prepaid.
10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of an RFQ or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.
12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Program in order to establish an account with the Hidalgo County Head Start Program. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

. No deliveries accepted after 4:30 P.M., Monday-Thursday.

At least seventy two (72) hours prior notice of delivery must be given to Mr. Tovar Procurement Director, before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Head Start Program  
Ambrosio Tovar, Procurement Director  
1901 W. Hwy 107  
McAllen, TX. 78504  
(956) 380-4149

14. BILLING AND PAYMENT INSTRUCTIONS:

Primary: Medicaid eligible recipient's invoices will be billed directly to Medicaid.

**Should eligibility status change, the Provider must notify the Medical & Dental Department to make other arrangements for continuation of services. Failure to comply may jeopardize compensation.**

Secondary: Once arrangements have been made, invoices may be mailed to the Head Start Program.

Invoices must include:

- a) Name and address of successful vendor.
- b) Name and address of receiving department or official.
- c) Purchase Order Number.
- d) Notation - for- "**Medical & Dental Providers**" for the Hidalgo County Head Start Program.
- e) Descriptive information as to the services delivered, Child's name, DOB, Name of Head Start Center and Date of Service.

. Discount payments will be considered when offered

. Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM  
Elma Keller, Finance Director  
P. O. Box 0117  
Edinburg, TX 78540-0117  
(956) 380-4131

15. Schedule of Events

RFQ Acceptance, 2:00 P.M.	<u>April 30, 2010</u>
Award of Contract	<u>May 25, 2010</u>
Commence Work or Deliver Products	<u>September 1, 2010</u>

16. **Debarment Certification;**

. **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 45 CFR76.**

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of Hidalgo County Head Start Program to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

. 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, Hidalgo County Head Start Program or any person associated therewith, as an inducement for the award of a subcontract or order.

No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program (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 Head Start Program 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 that contracts or seeks to contract with Hidalgo County Head Start Program 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner Edinburg, Texas 78539-Hidalgo County Courthouse.

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customer 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 Hidalgo County Head Start Program.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, states and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards for Responsible Prospective RFQ: A prospective RFQ must affirmatively demonstrate applicant's responsibility. A prospective RFQ, by submitting a RFQ, represents to Hidalgo County Head Start Program that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the RFQ;

. Be able to comply with the required or proposed delivery schedule;

. Have a satisfactory record of performance;

. Have a satisfactory record of integrity and ethics;

- . Be otherwise qualified and eligible to receive an award.
22. Successful RFQ will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, 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 RFQ officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.
  23. Any contract award to a successful RFQ 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.
  24. Hidalgo County Head Start Program 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 Hidalgo County Head Start Program in the event of breach or default by successful RFQ; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful RFQ fails to:
    - A. Meet schedules;
    - B. Pay any required fees or taxes; or
    - C. Otherwise perform in accordance with the requirements.
  25. Successful RFQ shall defend, indemnify and save harmless Hidalgo County Head Start Program 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 RFQ, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful RFQ indemnifies and will indemnify and save harmless Hidalgo County Head Start Program 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 RFQ shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful Provider'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 RFQ.
  26. Successful RFQ shall warrant that all items/services shall conform to the requirements 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful RFQ within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful RFQ shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.
29. Provider shall provide with the RFQ response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Provider must provide all documentation requested with this RFQ in their response. **Failure to provide** this information may result in rejection of the RFQ as non-conforming.

## Request for Qualification

### “MEDICAL & DENTAL PROVIDERS”

RFQ No: 2010-014-03-30

March 30, 2010

To: Hidalgo County Head Start Program  
Ambrosio Tovar, Procurement Director  
P.O. Box 0117  
Edinburg, Texas 78540-0117

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its RFQ, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFQ.

Participant agrees that this RFQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFQ, as contained in the requirements.

Respectfully submitted,

Respondent: \_\_\_\_\_

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

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

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

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

# **EXHIBIT A**

## **REQUIREMENTS**

### **HIDALGO COUNTY REQUEST FOR QUALIFICATIONS**

**“MEDICAL & DENTAL PROVIDERS”**

#### **REQUIREMENTS/ Scope of Services**

**RFQ 2010-014-03-30**

# ACKNOWLEDGMENT FORM

**STATEMENT OF QUALIFICATIONS  
FOR  
HIDALGO COUNTY HEAD START PROGRAM  
“MEDICAL & DENTAL PROVIDERS”  
RFQ 2010-014-03-30**

We, as an interested party, agree to the criteria and the requirements of the RFQ and have submitted our statement of qualifications as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the RFQ Company.

COMPANY: \_\_\_\_\_

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

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

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

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

TELEPHONE: \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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

The Hidalgo County Head Start Program will be accepting Statements of Qualifications from qualified State of Texas registered Medical and Dental firms in order to establish a pre-qualified pool of Therapist on an "As needed Basis" by the Hidalgo County Head Start Program as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Therapist will be for a period of one (1) Year. The Hidalgo County Head Start Program- Procurement Department will receive sealed envelopes containing Statements of Qualifications for the provision on "**Medical & Dental Services Hidalgo County Head Start Program**" "**Request of Qualifications**" as specified herein. Statements of Qualifications will be accepted until **2:00 p.m., Friday, April 30, 2010. Any RFQ received after that time will not be opened and will be returned.**

Deliver Submittal to:

RFQ Number: 2010-014-03-30

<p><u>US Postal Mail Address:</u>  Hidalgo County Head Start Program  Ambrosio Tovar, Procurement Director  P.O. Box 0117  Edinburg, TX 78540-0117</p>	<p><u>Physical Address:</u>  Hidalgo County Head Start Program  Ambrosio Tovar, Procurement Director  1901 West State Highway 107  McAllen, TX 78504</p>
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The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request for Qualifications:

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

### **ADDITIONAL INFORMATION:**

Hidalgo County Head Start Program is requesting that statements of qualifications be routed to Ambrosio Tovar, Procurement Director at:

<p><u>US Postal Mail Address:</u>  Hidalgo County Head Start Program  Ambrosio Tovar, Procurement Director  P.O. Box 0117  Edinburg, TX 78540-0117</p>	<p><u>Physical Address:</u>  Hidalgo County Head Start Program  Ambrosio Tovar, Procurement Director  1901 West State Highway 107  McAllen, TX 78504</p>
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**Written questions will be accepted via facsimile (956) 381-0439 no later than Friday, April 23, 2010 no later than 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

### **DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 01, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 North Closner, Edinburg, TX 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 RFQ must submit a signed Proposer's Affidavit (attached herein 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 Head Start Program Procurement 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 Head Start Program will make the final determination as to the vendor's ability.

**SUBMITTER DEFAULT:**

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

**RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:**

It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

**RFQ DELIVERY:**

Hidalgo County Head Start Program requires submitters, when hand delivering statements of qualifications, to have a Procurement Department representative time/date stamp and initial the envelope when dropping RFQ off.

**SIGNING OF QUALIFICATIONS:**

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

**WAIVING OF INFORMALITIES:**

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

**SUBCONTRACTING:**

The successful submitter may not subcontract the award without the written consent of the commissioner's Court of Hidalgo County. Submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

**TERM OF POOL:**

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

## **SECTION II: RFQ REQUIREMENTS**

**REQUEST FOR QUALIFICATIONS:**

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and three (3) copies of the RFQ shall be submitted to the address on the cover letter.

**CONTENTS:**

The required contents for the RFQ for Medical & Dental Providers are presented below in the order they should be incorporated into the submitted document.

- A. Name of the Medical & Dental Provider and Specialty.
- B. Business Address and Telephone Number.
- C. The name of the Professional who will be the Primary Contact Person and the names and qualifications of any associates in the office who will also be assisting with providing the services required. Curriculum Vitae, rsumés or biographies will include detailed qualifications, competence, and proof that they possess the minimum professional requirements, licenses or certifications by the appropriate authority in their respective field. Additional information required:
  - 1. Number of available staff providing services, résumé to include current place of employment, two reference letters, and updated copies of individual licenses/certificates.
  - 2. Cultural, linguistic sensitivity, diversity and flexibility to be considered for evaluations and treatment.

3. Office sites and locations: Provide a list of the office sites/locations throughout Hidalgo County. **NOTE:** Head Start does not provide space accommodations at the centers for the provision of services.
  4. Include proof that appropriate insurance as required by Federal, State and Local laws will be retained for all professionals providing services to the Hidalgo County Head Start Program as well as those described herein in Exhibit "C."
  5. Include copy of Texas Drivers License photo I.D. and proof of criminal background.
- D. Furnish the following:
1. Sample copy of a comprehensive Medical & Dental Evaluation for three (3) to five (5) year old children.
- E. Attach "Letters of References" from past and present organizations or programs in either the public or private sector with whom you have worked. Include address and telephone numbers.
- F. Describe other information you would consider pertinent to the Head Start Program in reviewing your Statement of Qualifications.
- G. All Medical & Dental Providers will be responsible to be knowledgeable of all current Medicaid regulations pertaining to reimbursement for services rendered to Head Start children.

**Scope of Services:** The Hidalgo County Head Start Program, as stated previously herein, is seeking interested and qualified firm(s) or organizations to submit Statement of Qualifications. Engagement for rendering services would include, but not be limited to the following:

- I. Scope of Medical Services (as mandated by State-Medicaid and Federal Guidelines) include, but may not be limited to the following:
  - A. Family profile and health
  - B. Nutrition
  - C. Development according to age and child's health
  - D. Allergies
  - E. Mental Health
  - F. Health Education
  - G. Physical Examination – A complete physical examination to check all body systems and regions beginning at the time of enrollment (example: appearance, head, skin/nodes, eyes, ears, nose, mouth/throat, teeth, neck, chest/breast, heart, pulses, abdomen, genitalia/anus, spine, extremities, muscle tone, etc.) will include the following:
    1. Height-Weight
    2. Blood Pressure

3. Vision Screen (as mandated by Medicaid). A basic eye chart screen. For example, the Tumbling E, HOTV.
4. Hearing Screen (as mandated by Medicaid). A basic screen done by an audiometer.
5. Hemoglobin/Hematocrit – A procedure to determine iron deficiency anemia.
6. Lead screening – A procedure to determine lead levels in the blood.
7. Immunizations – All or any immunizations required to update the child’s health record.
8. Mantoux Tuberculin Skin Test – An intra-dermal test consisting of 0.1cc tuberculin for proof of T.B. with date result and signature of person providing the test.
9. Strabismus Testing – A procedure to determine if child lacks strength, eye coordination.
10. Dental Screen – A visual exam to determine the category of a child’s dental exam (Example: Needs Attention Soon, Needs Routine Care).

H. Final Diagnosis, assessment and/or Plan.

I. Referral – If an abnormal physical exam arises and the provider is unable to treat condition, a referral should be made at once. Parent will be notified as soon as abnormality is found or detected.

**NOTE:**                   **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality:       Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child’s parent or legal guardian. All Business Associates must be in Health Insurance Portability and Accountability Act (HIPAA) Compliance.

II     Scope of Dental Health Services (as mandated by Medicaid Guidelines) include, but are not limited to the following:

- A.     A complete and comprehensive dental examination – on the initial examination the dentist will provide a complete examination as agreed to by Medicaid every twelve (12) months. The examination will consist of:
1.     A visual examination
  2.     X-Rays
  3.     Prophylaxis (cleaning)
  4.     Nutritional counseling
  5.     Behavior management, if necessary

- B. Periodic Oral Examination- Every six (6) months the child must receive a periodic oral examination as agreed to by Medicaid guidelines.
- C. Referral – If an abnormality arises and provider is not able to treat the condition, the parent will be notified as soon as abnormality is found or detected, and the parent will be given the opportunity to select a specialist (if such an option is available) in the appropriate dental field from a roster of recommended “List of Providers” by the dental provider.

**NOTE:**                   **The provider may be required to provide copies, in lieu of originals, notarized records/affidavits on each individual record documentation, promptly and at no cost.**

Confidentiality:       Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child’s parent or legal guardian. All Business Associates must be in HIPAA Compliance.

SUBMITTERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann 2254.001, et seq.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County Head Start Program **requires one (1) original** submittal and **three (3) copies**.

## **SECTION III – SELECTION AND SCHEDULES**

### **SELECTION/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner’s Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed “RFQ Evaluation Form”

1.     **STAFFING OR PROJECT TEAM:**  
       The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The Professional team members shall have experience in performing similar contracts for counties, cities, school districts, or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference.
  
2.     **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES:**  
       The provider shall designate experienced therapist staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure.

Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY:**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS:**

The proposal shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS:**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

**STATEMENTS OF QUALIFICATIONS RANKING:**

Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

**NEGOTIATION PROCESS:**

If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

**RFQ SUBMITTED TO:** An original and three (3) copies of RFQs should be submitted to:

<p><u>US Postal Mail Address:</u>          Hidalgo County Head Start Program          Ambrosio Tovar Procurement Director          P.O. Box 0117          Edinburg, TX 78540-0117</p>	<p><u>Physical Address:</u>          Hidalgo County Head Start Program          Ambrosio Tovar Procurement Director          1901 West State Highway 107          McAllen, TX 78504</p>
---	---

RFQ must be submitted **NO LATER THAN 2:00 p.m. on Friday, April 30, 2010.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Head Start Program.

**RFQ SCORING AND RANKING:**

- A. The Evaluation Committee will review, score and evaluate the written Request for Qualification received in response to this Hidalgo County Head Start Request for Qualifications.

- B. After the RFQs have been reviewed, scored and evaluated, the Evaluation Committee will then make a recommendation to the Hidalgo County Head Start Program Policy Council and Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

**EXHIBIT B**

**EVALUATION CRITERIA**

**HIDALGO COUNTY  
HEAD START PROGRAM  
REQUEST FOR QUALIFICATIONS**

**“MEDICAL & DENTAL PROVIDERS”**

**RFQ # 2010-014-03-30**

## **EVALUATION CRITERIA**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

### **1. STAFFING OF PROJECT TEAM (20)**

The firms should provide information on their proposed professional team members i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

### **2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**

The provider shall designate experienced therapy staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

### **3. METHODOLOGY (20)**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

### **4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**

The proposal shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

### **5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

**Hidalgo County Head Start Program  
MEDICAL & DENTAL PROVIDERS  
RFQ № 2010-014-03-30**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Professional Qualifications of Team Comments/Rationale for Points: _____ _____ _____	20	_____
2. Experience of Project Manager Comments/Rationale For Points: _____ _____ _____	25	_____
3. Experience/Availability of Project Manager Comments/Rationale For Points: _____ _____ _____	20	_____
4. Understanding of Project Comments/Rationale For Points: _____ _____ _____	25	_____
5. Familiarity with Applicable Rules and Regulations Comments/Rationale For Points: _____ _____ _____	10	_____

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

Evaluator(s): \_\_\_\_\_ Date: \_\_\_\_\_

**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.

# **EXHIBIT C**

## **INSURANCE REQUIRMENT**

### **HIDALGO COUNTY HEAD START PROGRAM REQUEST FOR QUALIFICATIONS**

#### **“MEDICAL & DENTAL PROVIDERS”**

**RFQ 2010-014-03-30**

# EXHIBIT “C”

## Insurance Requirements Professional Services

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five hundred thousand (\$500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000.00) arising out of the services provided to County hereunder;
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

# INSURANCE REQUIREMENT ACKNOWLEDGMENT

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

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (\*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of bid and to execute a contract between our Company and the County.)
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:  
  
Professional Liability (Errors & Omissions): \$ \_\_\_\_\_  
  
Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_
- have already been met, see attached copy of insurance certificate.

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

\_\_\_\_\_  
Date

**Notice to Proposer/Applicant:**

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program – Procurement Department in order to qualify for award to execute a contract between your Company and the County.

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

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**THIS FORM MUST ACCOMPANY BID PACKET**

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# 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 Head Start Program and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, and 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**

## **HIDALGO COUNTY HEAD START PROGRAM REQUEST FOR QUALIFICATIONS**

**“MEDICAL & DENTAL PROVIDERS”**

### **CONFLICT OF INTEREST**

**RFQ 2010-014-03-30**

## **EXHIBIT D**

### **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 Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C. Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk’s Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.**

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY
Date Received

1	Name of person doing business with local governmental entity.
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2	<input type="checkbox"/> Check this box if you are filling an update to a previously filed questionnaire.  <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small>
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3	Name of local government officer with whom filer has employment or business relationship.  <div style="text-align: center;">_____</div> <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 government entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>C. Is the filer of the 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>
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4	_____ Signature of person doing business with the governmental entity	_____ Date
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# **EXHIBIT E**

## **HIDALGO COUNTY HEAD START PROGRAM REQUEST FOR QUALIFICATIONS**

**“MEDICAL & DENTAL PROVIDERS”**

### **PROPOSER’S AFFIDAVIT**

**RFQ 2010-014-03-30**

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

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING  
FOR "MEDICAL & DENTAL SERVICE PROVIDERS"**

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 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:

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

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Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

My Commission expires: \_\_\_\_\_, 2010



## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom?    State General Services 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 Contractor 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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## Certification For Primary Covered Transactions

1. The \_\_\_\_\_ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the \_\_\_\_\_ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: \_\_\_\_\_

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

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

Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

CONTRACT FOR  
MEDICAL & DENTAL  
C-10-014-03-30

STATE OF TEXAS           &  
  &  
COUNTY OF HIDALGO   &

THIS AGREEMENT (The "Agreement") is made effective the **1<sup>st</sup>** day of **September, 2010** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and \_\_\_\_\_ (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the **31<sup>st</sup>** day of **August 2011**.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (clients) are examined and treated by the Provider;

and WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas, 78540**

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County

policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written notice to the other party. Proper Notice shall be submitted through certified letter to:

Teresa Flores, Executive Director  
Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas 78540-0117

OR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Provider agrees to be insured for professional liability, premises liability and auto liability insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

8. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

9. 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 performance in Hidalgo County, Texas.

10. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision

thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31<sup>st</sup>, 2011) of the Contract period at the same rate and terms as provided in this Agreement. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.
- 12.. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
13. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.
14. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY HEAD  
START PROGRAM

BY: \_\_\_\_\_  
(Provider's Name)

BY: \_\_\_\_\_  
Rene Ramirez, County Judge

\_\_\_\_\_  
(Print Name)

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

\_\_\_\_\_  
(Title)

APPROVED AS TO FORM:  
OXFORD & GONZALEZ

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

By: \_\_\_\_\_  
Ricardo Gonzalez

APPROVED AS TO FORM:  
ATLAS & HALL, L.L.P.

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

**Request for Taxpayer  
 Identification Number and Certification**

Completed form should be given to the requesting department or the department you are currently doing business with.

**Name** (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)

**Business name**, if different from above. (See **Specific Instruction** on page 2)

Check the appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶

**Legal Address:** number, street, and apt. or suite no.

**Remittance Address:** if different from legal address number, street, and apt. or suite no.

**City, state and ZIP code**

**City, state and ZIP code**

Phone # ( )

Fax # ( )

Email address:

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

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. 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 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

**Social security number**

□□□-□□-□□□□

OR

**Employer identification number**

□□-□□□□□□

**Vendors:**

**Dunn and Bradstreet Universal Numbering System (DUNS)**

**DUNS**

□□□□□□□□

**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 Services (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 an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No  Yes  If yes, in compliance with the State Ethics Commission **requirements**.

**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.

**Sign Here**

**Authorized Signature ▶**

**Date ▶**

**Purpose of Form**

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

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

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

**If you are a foreign person, use the appropriate Form W-8.** See Pub 515, **Withholding of Tax on Nonresident Aliens and Foreign Corporations.**

**What is backup withholding?** Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your 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 Part II instructions on page 2.

**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.

Please print or type