

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

C-10-031-08-03

**LETTER AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
(WITH GENERAL PROVISIONS ATTACHED)**

Prepared by

ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

Adapted for Exclusive Use of
LOCKWOOD, ANDREWS & NEWNAM, INC.
August 1989
Amended January, 1993

EJCDC No. 1910-2 (1985 Edition)

Date: August 4, 2010

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, TX 78539
Attn.: Martha L. Salazar, CPPB, Purchasing Agent

Dear Ms. Salazar:

We propose to render professional engineering services in connection with **RFP-2010-031-01-20CGV: Consulting Services for a Feasibility Study for Hidalgo County Commuter Rail System** (hereinafter called the "Project"). You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data.

Our services will consist of preparing a Study and Report as set forth in the printed General Provisions as amended and supplemented in **Exhibit A** thereto, which is attached to this letter. We will also furnish such Additional Services as you may request.

You will pay us for our Basic Services:

- a fee not to exceed \$420,420, due in accordance with the provisions of Section 5.3. Detailed breakdown of the fee by firm is furnished as **Exhibit B**.

Additional Services will require separate authorization and negotiation of an amendment to this contract.

Reimbursable Expenses incurred in connection with all Basic and Additional Services will be charged on the basis of actual cost.

We will bill you monthly for services and Reimbursable Expenses. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project through construction.

We would expect to start our services promptly after receipt of your acceptance of this proposal and to substantially complete our services within six months of notice to proceed in accordance with the schedule provided in **Exhibit C**. The time periods for the performance of our services are set forth in Exhibit A to the General Provisions.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for Total Project Costs. We must accept any such limitation as being realistic and will then endeavor to work within those limitations. If you request, we will submit to you periodically during the design phase of our services our opinions as to the probability of completing construction within your budget and, where appropriate, request an adjustment in the budget or a revision in the extent or quality of the Project. We do not guarantee that our opinions will not differ materially from negotiated prices or bids. If you wish greater assurance as to probable Construction Cost or if you wish formal estimates, an independent cost estimator should be employed.

Services are to be rendered in the customary phases which, together with the general understandings applicable to our relationship with you, are set forth in the printed General Provisions and Exhibit A thereto, which are attached to and made a part of this proposal. Your particular responsibilities are also set forth in the General Provisions.

Page 2

This proposal, the General Provisions consisting of four (4) pages and Exhibit A thereto which consists of five (5) pages represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your signing the enclosed copy of this letter in the space provided below and returning it to us. This proposal will be open for acceptance until August 31, 2010, unless changed by us in writing.

Sincerely,


Lockwood, Andrews & Newnam, Inc.

Accepted this 3rd day of August, 2010

Hidalgo County, Texas

By 
Officer

ATTEST:

By: 
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:


By: 

GENERAL PROVISIONS

Attached to and made a part of LETTER AGREEMENT, dated June 21, 2010, between County of Hidalgo, Texas (OWNER) and Lockwood, Andrews & Newnam, Inc. (ENGINEER) in respect of the Project described therein.

SECTION 1—BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall perform for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER'S professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.2, and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analyses of OWNER's needs, and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations.

1.2.7. Furnish five copies of the Study and Report documents and review them in person with OWNER.

The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in paragraph 2 of Exhibit A "Further Descriptions of Basic Engineering Services and Related Matters."

1.3. Preliminary Design Phase.

[NOT USED]

1.4. Final Design Phase.

[NOT USED]

1.5. Bidding or Negotiating Phase.

[NOT USED]

1.6. Construction Phase.

[NOT USED]

1.7. Operational Phase.

[NOT USED]

SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. Normal and customary engineering services do not include service in respect of the following categories of work which are usually referred to as Additional Services. Specific examples of additional services are also provided in Exhibit A.

2.1.1. If OWNER wishes ENGINEER to perform any of the following Additional Services, OWNER shall so instruct ENGINEER in writing, and ENGINEER shall perform or obtain from others such services and will be paid therefore as provided through amendment to the original Letter Agreement:

- Preparation of applications and supporting documents for governmental financial support of the Project and assistance in obtaining environmental approvals.
- Services to make measured drawings of or to investigate existing conditions or facilities.
- Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously

accepted by OWNER where changes are due to causes beyond ENGINEER's control.

- Providing renderings or models.
- Furnishing the services of independent professional associates or consultants for other than Basic Services.
- Services in connection with field surveys for design purposes and engineering surveys and staking out the work of Contractor(s).
- Services during out-of-town travel other than visit to the site.
- Preparing to serve or serving as a consultant witness in any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

SECTION 3—OWNER'S RESPONSIBILITIES

3.1. OWNER shall provide all criteria and full information as to OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf in respect of all aspects of the Project (hereinafter referred to as the OWNER'S Representative); examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the work.

3.2. OWNER shall also do the following and pay all costs incident thereto:

- Furnish to ENGINEER, as applicable, documentation required to conduct the study, as referenced in Exhibit A.
- Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.
- Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project.

SECTION 4—MEANING OF TERMS

4.1. As used herein the term "this Agreement" refers to the Letter Agreement to which these General Provisions

are attached and to these General Provisions, Exhibit A "Further Description of Basic Engineering Services and Related Matters" as if they were part of one and the same document.

4.2. [NOT USED]

4.3. [NOT USED]

4.4. [NOT USED]

4.5. Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 5—MISCELLANEOUS

5.1. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants.

5.2. Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs

and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.2. ENGINEER's services to modify the Contract Documents to bring the Construction Cost within any limitation established by OWNER will be considered Additional Services and paid for as such by OWNER.

5.3. Other Provisions Concerning Payments.

ENGINEER's services will be paid on a monthly basis, based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. The portion related to services rendered on a Salary Costs basis will be billed based on the Overall Labor Cost for the Project, as set forth in **Exhibit B – Fee Estimate**.

OWNER shall pay ENGINEER for Reimbursable Expenses as set forth in **Exhibit B – Fee Estimate**. The amount payable to ENGINEER for Reimbursable Expenses will be the charge actually incurred or the imputed cost allocated by ENGINEER therefor times a factor of 1.0, as indicated in **Exhibit B**.

If OWNER fails to make any payment due ENGINEER for services and expenses within thirty (30) days after receipt of ENGINEER'S statement, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

5.3.1. This Project will be funded through a grant under the American Recovery and Reinvestment Act (ARRA). This contract is contingent upon release of funds from the Department of Energy (DOE) under the Energy Efficiency and Conservation Block Grant Program (the "Grant"). All payments to ENGINEER must be made in accordance with the Grant.

5.4. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms

hereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

5.5. Laws/Regulations.

5.5.1. This Agreement is to be governed by the laws of the State of Texas and is performable in Hidalgo County.

5.5.2. OWNER and ENGINEER are each bound to a policy of non-discrimination and equal employment opportunity. OWNER and ENGINEER committed to complying with Executive Order 11246, as amended; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 503 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963 and any other applicable local, state or federal statutes or regulations.

5.6. Indemnification.

5.6.1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, employees, elected officials and agents from and against any and all claims, costs, losses and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER'S officers, directors, partners, employees, agents and consultants with respect to this Agreement. ENGINEER's total liability to OWNER and anyone claiming by, through or under OWNER for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence.

5.7. Limitation of Liability.

5.7.1. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising

out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's consultants or any of them, shall not exceed the total compensation received by ENGINEER or 100,000 dollars, whichever is less.

5.8. Successors and Assigns.

5.8.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.6.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.8.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

5.8.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

6.1 Notwithstanding anything to the contrary contained in this Agreement, OWNER and ENGINEER agree and acknowledge that OWNER is entering into this Agreement in reliance on ENGINEER'S experience and abilities with respect to performing the services. The ENGINEER accepts the relationship of trust and confidence established between it and the OWNER by this Agreement. ENGINEER covenants with OWNER to use its best efforts, skill, judgment and abilities to perform the services and to further the interests of OWNER in accordance with the OWNER'S requirements and procedures, in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other government body having jurisdiction, subject to paragraph 6.2 herein. ENGINEER represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the services.

6.2 The ENGINEER represents, covenants and agrees that all of the services to be furnished by the ENGINEER under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among engineers or similar experience, knowledge, skill and ability engaged in the engineering practice throughout Texas under the same or similar circumstances involving the scope of this Project.

6.3 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agree, however, to use its best efforts to secure funds necessary for the continued performance of this Contract. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

[The rest of this page left blank intentionally.]

This is **EXHIBIT A**, to GENERAL PROVISIONS consisting of 5 pages, attached to **Letter Agreement between OWNER and ENGINEER for Professional Services**, dated June 21, 2010 (for use with EJCDC No. 1910-2, 1985 Edition).

Initial:

OWNER 

ENGINEER _____

Further Description of Basic Engineering Services and Related Matters

1. This is an exhibit attached to and made a part of the General Provisions attached to Letter Agreement made on June 21, 2010, between County of Hidalgo, Texas (OWNER) and Lockwood, Andrews & Newnam, Inc. (ENGINEER) providing for professional engineering services. The Basic Services of ENGINEER as described in Section I of the said General Provisions are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in said General Provisions are stipulated as indicated below.

2. During the Study and Report Phase ENGINEER shall perform the following services:

SCOPE OF SERVICES

The consultant will perform the following tasks in support of Hidalgo County's stated goal of performing a feasibility study for the development of a commuter rail system that connects major destinations in Hidalgo County and is accessible to residents. The intended use of the study, namely identification of potential projects for advancement into the FTA New Starts evaluation process, requires the determination of planning level cost estimates and transportation impacts to support capital programming decisions at the municipal and regional levels.

The commuter rail system put forward will be defined in a manner that best accomplishes the Mission and Vision statements of the Hidalgo County Rail District Board:

MISSION

"The Hidalgo County Commuter Rail District is committed to create and maintain a modern self supporting commuter transportation system that connects the important economic, educational, medical and entertainment venues of Hidalgo County, including metro and rural areas, at a low cost to the residents and visitors of the greater region of the Rio Grande Valley."

VISION

"The Hidalgo County Commuter Rail District will generate economic development along its path and provide an alternative mode of travel for the residents and visitors of the greater region of the Rio Grande Valley through efficient scheduling and services. The system will comprise modern green energy trains and interconnect convenient feeder bus lines for riders connecting to each of the cities' educational, business, medical and entertainment venues, for metropolitan and rural areas, located in Hidalgo County."

Task 0: Project Administration

Subtask 0.1: Project Management

- a. Establish a Project-Specific Extranet Site.
- b. Set up project accounting and filing systems.
- c. Prepare and Transmit Quality Management Plan (QMP) to County Project Manager. The QMP will:
 - Establish document flow protocols
 - Establish documentation standards for correspondence and record files, and
 - Identify Quality Control (QC) touchpoints in the schedule and key QC staff.
- d. Schedule Kickoff Meeting with Project Review Team (PRT) through County Project Manager.

- e. Request Prior Studies and Plans from municipalities, HCMPO and LRGDC. At a minimum, these requests will include:
 - Downtown revitalization studies recently completed for Edinburg and San Juan, and
 - HCMPO Rail, Access Management, and Metropolitan Mobility studies.
- f. Request HCMPO travel demand model output and documentation (inclusive of identification of future congested conditions) with alternative assignments as available, documentation of any previous cost estimates for rail infrastructure and passenger service, and available supporting data.
- g. Attend Kickoff Meeting with County Project Manager and PRT to:
 - Establish Planning Horizon,
 - Document Stakeholder Issues, and
 - Obtain Initial Input Regarding: corridor definitions for mapping, and Decision Matrix evaluation parameters.
- h. Submit progress reports and invoicing to County Project Manager as defined in the QMP. The consultant will provide a briefing of study status to the Rail District Board at its regular monthly meeting.
- i. Conduct and report on one public outreach meeting in accordance with the project schedule.

Subtask 0.2: Quality Assurance/Quality Control

- a. Conduct Quality Control procedures throughout the duration of the project as outlined in the QMP.
- b. Document fulfillment of QMP requirements to the County Project Manager with each deliverable as called for in the QMP.
- c. Address any issues or comments from the County Project Manager in timely fashion relative to the QMP prescribed review windows for the applicable deliverables.

Task 1: Project Initiation

Subtask 1.1: Identification of Study Corridors

- a. Prepare GIS base mapping of Rio Valley Switching Company (RVSR) rail subdivisions in Hidalgo County (i.e., Mission, Edinburg, and Hidalgo), the Border Pacific Railroad (BOP) line between Mission and Sullivan City, and the abandoned alignment to Hidalgo.
- b. Perform GIS queries to obtain corridor specific information in support of the analysis.
- c. Prepare thematic maps to support study development and review.

Subtask 1.2: Formation of Project Review Team (PRT)

- a. Support County Project Manager's efforts to establish a PRT to oversee feasibility study development. Coordination with individual jurisdictions outside of PRT activities is assumed to be performed through interaction with the County Project Manager.
- b. Maintain a roster and separate log of correspondence with the PRT throughout the duration of the project.
- c. Support the ongoing work of the PRT through use of Extranet and web hosting capabilities, regular communication and timely response to questions and comments.

Subtask 1.3: Data Collection

- a. Obtain short line railroad existing and projected freight traffic information.
- b. Determine physical characteristics of all rail lines (e.g., locations of sidings, structures, turnouts, grade crossings, etc.).
- c. Inventory existing and planned bus transit routes and pertinent infrastructure (e.g., terminals at hub locations).
- d. Obtain existing and anticipated demographic information relevant to the study area (e.g., population, household, employment and income parameters needed to support ridership projections and determine station locations).

Subtask 1.4: Identification of Family of Rail Modes

- a. Evaluate corridor context (e.g., alignment length, projected development densities, potential for temporal separation of freight and passenger traffic) relative to potential modes and develop family of test alternatives for each study corridor, inclusive of station locations and potential feeder services.
- b. Perform stakeholder coordination regarding the identification of potential modes.
- c. Revise per comments from County Project Manager.

Task 2: Benefit Analysis

Subtask 2.1: Determine Operating Characteristics

- a. Determine assumed operating characteristics (e.g., running speeds, dwell times, bus transfer opportunities and park and ride lot locations) based upon peer systems and best practices for the modes and corridors studied.
- b. Revise per comments from County Project Manager.
- c. Identify and evaluate applicability for: station area related Enterprise Zones, and use of Texas Rail Relocation and Improvement Fund proceeds.

Subtask 2.2: Project Daily Ridership

- a. Identify ridership forecasting techniques, presumed to be multivariate regression for this level of analysis.
- b. Compile input data from available data sources identifying the incremental contributions of TODs and international traffic as applicable.
- c. Determine and optimize station level ridership forecasts for each modal alternative for each corridor.

Subtask 2.3: Derive Implied Service Standards

- a. Use ridership data and local operating characteristics relative to peer systems operating the same modal alternatives to determine initial service standards (e.g., headways by time of day and spans of service).
- b. Identify number of vehicles used in peak period service.
- d. Refine operating assumptions for each modal alternative (e.g., dual tracking, station configurations and access requirements) to reflect service standards.
- e. Revise per comments from County Project Manager.
- f. Evaluate alternative governance and policing structures used by peer systems for applicability to Hidalgo County, with further consideration of possible future extension of service into Cameron County. Separate documentation of these findings will be given to the County Project Manager to support concurrent discussion among local officials.

Task 3: Cost Analysis

Subtask 3.1: Planning Level Cost Estimates

- a. Identify cost components of modal alternatives
- b. Document unit cost source information and perform quantity takeoff
- c. Perform and document field investigations of corridor, roadway, and non-motorized access conditions using the 2005 Hidalgo County Rail Study as reference.
- d. Consult with railroad and other PRT representatives to gain further identification of issues and perspectives.
- e. Refine cost estimates based upon further understanding of local conditions.
- f. Revise per comments from County Project Manager.

Task 4: Project Reporting and Vetting

Subtask 4.1: Decision Matrix

- a. Prepare Draft Decision Matrix of costs and benefits with initial weighting factors and submit to County Project Manager.
- b. Incorporate PRT revisions into the Decision Matrix, as directed.
- c. Prepare forecasts for direct and indirect job creation related to operation of the recommended system.

Subtask 4.2: Report Preparation

- a. Issue Draft Report, to include the following sections:
 - Executive Summary
 - Methodology
 - Identification of Corridors
 - Identification of Modal Alternatives
 - Benefit Analysis
 - Cost Analysis
 - Final Decision Matrix
 - Summary of Public Comments Received
 - Recommendations (inclusive of next steps dealing with FTA New Starts required analyses, and pertinent grant funding sources)
 - Appendices
- b. Revise per comments from County Project Manager obtained during vetting process and issue Final Report.

Subtask 4.3: Support for Review Process

- a. Prepare presentation materials in consultation with the County Project Manager
- b. The Project Manager or his designee will attend and participate in County review meetings, including presentation of the study to the Commissioner's Court for endorsement.
- c. The Project Manager or his designee will attend and participate in subsequent presentations of the endorsed study to the Commuter Rail District Board.
- d. Present or support County staff presentation of the endorsed study to the Hidalgo MPO, the LRGVDC, the Hidalgo RMA, and/or study area municipalities if directed. **Attendance at a total of seven meetings is assumed for Subtask 4.3.**
- e. Transmit electronic and paper documentation to County Project Manager
- f. Archive files
- g. The Project Manager will arrange and conduct a conference call with the County Project Manager to discuss:
 - i. Unresolved issues or outstanding work elements, if any
 - ii. Further activities or additional services, if applicable
 - iii. Client satisfaction.

DELIVERABLES

The following deliverables are identified in the above scope:

- a. Quality Management Plan
- b. Monthly Progress Reports and Invoicing
- c. Thematic Mapping
- d. Draft and Final Reports (ten copies each), which incorporate:
 - i. Ridership Forecasts and Implied Service Standards by Mode
 - ii. Planning Level Costs by Mode
 - iii. Decision Matrix
 - iv. Summary of Public Comments Received

- v. Recommendations
- e. Presentation Materials
- f. Electronic and Paper files requested by County Project Manager

POTENTIAL FURTHER TASKS

The following work is explicitly beyond the above scope of services:

Refinement and Execution of Regional Travel Demand Model: It is not anticipated that the determination of commuter rail ridership forecasts will require development of alternatives within the regional travel demand forecasting model or coordination with others charged with performing such work. It should be noted that such detailed forecasting efforts are defined as part of the FTA New Starts planning process and would therefore take place during subsequent project development activities.

Preparation of Additional Documents: This work could encompass preparation of draft MTP and TIP amendments as directed. Other work could include the development of discretionary grant applications or testimony for meetings or hearings pertaining to advancement of projects beyond the accomplishment of the study. If advancement of one or more candidate projects will require the expenditure of Federal funds, then additional documentation to satisfy the requirements of the National Environmental Policy Act (NEPA) will be required. LAN staff has the expertise to prepare such documentation and reporting in conjunction with the preparation of schematic drawings, as well as to secure required project clearances through TxDOT and FHWA.

This is **EXHIBIT B**, to GENERAL PROVISIONS consisting of 1 page, attached to **Letter Agreement between OWNER and ENGINEER for Professional Services**, dated June 21, 2010 (for use with EJCDC No. 1910-2, 1985 Edition).

Initial: 
OWNER _____
ENGINEER _____

Further Description of Basic Engineering Services and Related Matters

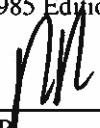
FEE ESTIMATE

Task Description		Overall Hours	Overall Labor Cost
000	Project Administration	301	\$54,750
001	Project Initiation/Outreach (non PI)	603	\$79,350
002	Benefit Analysis	330	\$49,150
003	Cost Analysis	441	\$64,800
004	Project Reporting and Vetting	728	\$102,150
		2385	\$350,200

Expenses	
Travel Cost	\$43,720
Repro/Overnight Cost	\$19,000
Advertisement Cost	\$7,500
TOTAL Expenses	\$70,220

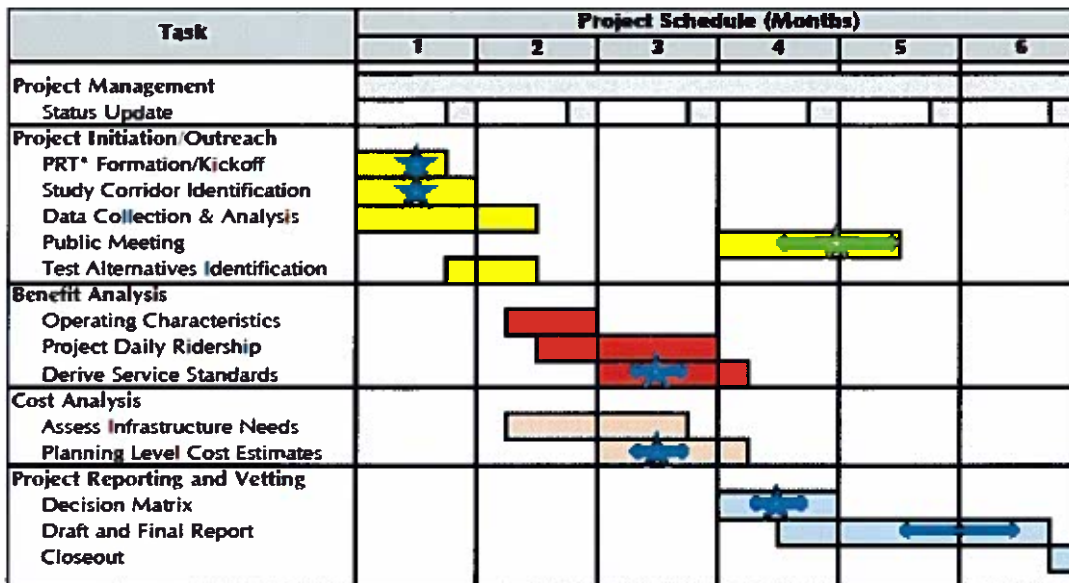
TOTAL FEE	
All Labor	\$350,200
All Expenses	\$70,220
TOTAL FEE	\$420,420

This is **EXHIBIT C**, to GENERAL PROVISIONS consisting of 1 page, attached to **Letter Agreement between OWNER and ENGINEER for Professional Services**, dated June 21, 2010 (for use with EJCDC No. 1910-2, 1985 Edition).

Initial: 
OWNER _____
ENGINEER _____

Further Description of Basic Engineering Services and Related Matters

SCHEDULE



* PRT = Project Review Team (per Exhibit A)

Assumed County Review Period	
PRT Meeting	
Public Comment Period / Meeting	

EXHIBIT A **REQUIREMENTS**

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
"Consulting Services for a Feasibility Study
for Hidalgo County Commuter Rail System"

RFQ No: 2010-031-01-20CGV

HIDALGO COUNTY
"Consulting Services for a Feasibility Study
for Hidalgo County Commuter Rail System"

RFQ NO: 2010-031-01-20-CGV

Hidalgo County is seeking statement of qualifications from qualified firms interested in providing Consulting Services for a Feasibility Study for Hidalgo County Commuter Rail System. This project will be funded through a grant under the American Recovery and Reinvestment Act (ARRA). Any contract award as a result of this solicitation is contingent upon release of funds from the Department of Energy (DOE) Energy Efficiency and Conservation Block Grant Program. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "Consulting Services for a Feasibility Study for Hidalgo County Commuter Rail System" as specified herein. Statements of qualifications will be accepted until 9:30 A.M., Wednesday, January 20, 2010. **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department New Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department New Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

ADDITIONAL INFORMATION:

Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Hwy 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us , BY NO LATER THAN Wednesday, January 13, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday , January 15, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") 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.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse. COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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 cost occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict the submitter's ability to comply with. Any such protest or question regarding the requirements or procurement 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.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope.

SIGNING OF 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- ASSIGNMENTS

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

TERM OF CONTRACT:

The term of the agreement will be for an initial period of one (1) year with the Hidalgo County's option to renew for an additional one (1) year term under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (IF APPLICABLE)

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

developing specifications.

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 seven (7) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS

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

UNDERSTANDING OF THE PROJECT:

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

PROJECT OVERVIEW:

Hidalgo County is seeking Statements of Qualifications and proposals (see page 6 regarding fee schedule) from qualified firms interested in providing professional engineering and planning services for the Hidalgo County Commuter Rail Feasibility Study. This project will be funded through a grant under the American Recovery and Reinvestment Act (ARRA). A contract award is contingent upon release of funds from the Department of Energy (DOE) under the Energy Efficiency and Conservation Block Grant Program.

FIRM QUALIFICATIONS/REQUIREMENTS

Firm(s) must have five (5) years experience including, but not limited to the following:

- Must have a Public Engineering Degree background in Rail projects and experience in public outreach;
- Must have knowledge of American Railway Engineers and Maintenance Association Standards (AREMA)
- Must be a Certified Planner thru American Institute of Certified Planners (AICP);
- Must have demonstrated experience in providing commuter rail planning services;
- Must have demonstrated experience in working with the Federal Transit Administration (FTA);
- Must have demonstrated experience in providing greenhouse gas emissions reduction strategies for transportation entities;

FIRM CONTENT REQUIREMENTS Hidalgo County Commuter Rail District is seeking to contract with a competent qualified and licensed firm(s) to provide professional engineering and planning services for a "Feasibility Study for a Commuter Rail System". This section contains the minimum contents as described herein:

1. Firm(s) Qualifications/Experience (40)

The firm(s) 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 services required;

2. Experience of similar services (40)

The firm shall have a minimum of five (5) years experience in performing similar contracts for counties, cities and other clients as stated in the Request for Qualifications (RFQ) requirements. The provider shall designate experienced staff to completely and efficiently perform the services related to Commuter Rail Planning. Resumes 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.

3. Understanding the Services and Methodology (20)

Firm should demonstrate knowledge of Department of Energy Federal Grants, requirements. Must provide an outline of the firm's plan for servicing this project and contingency plans in the event that one or more key personnel are not available for any reason during the period of performance. The firm should provide as much background information as to its' experience in providing similar services to City, County, State or any other governmental agencies. The firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required.

REQUIRED CERTIFICATION AND SUBMITTAL:

This section will contain any licenses, registrations and certifications as required by Hidalgo County and State of Texas for Public Engineers.

INITIAL SCOPE OF SERVICES

Hidalgo County is requesting statements of qualifications for a feasibility study for the development of a commuter rail system that connects all major destinations in Hidalgo County and is accessible to all residents.

The study will include, but not limited to the following:

- Identification of major employment centers;
- Analysis of the local bus transportation system;
- Analysis of the maquila industry's impact on local transportation;
- Identification of traffic patterns;
- Recommended routes for commuter rail lines;
- Possible locations for stations and park-and-ride facilities;
- Evaluation of transit-oriented development opportunities;
- Evaluation of operational characteristics of the system and potential vehicle technologies;
- Development of gross estimates of project, costs and identification of project benefits;

FIRMS/PARTICIPANTS ARE NOT TO PROVIDE A PROPOSAL/FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL:

The fee will be negotiated after the ranking by Commissioners' Court of the top five most qualified firms.

NUMBER OF COPIES TO BE SUBMITTED:

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

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA-PART I:

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B-Part I. However, after the 100-point evaluation, Hidalgo County's Court may elect to narrow the participating providers and request a presentation.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFQs received in response to this Hidalgo County request for qualifications.

(B) After the RFQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

NEGOTIATION PROCESS- EVALUATION CRITERIA- PART II:

The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiation based on the Evaluation Criteria Exhibit B-Part II. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

Termination of Services:

Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new consultant for Hidalgo County Commuter Rail District.

STATEMENTS OF QUALIFICATIONS SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Closser Blvd
Edinburg, Texas 78539

RFQs must be submitted by no later than 9:30 a.m. on Wednesday, January 20, 2010.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2011

8/5/2010

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company	20443
	INSURER B: Valley Forge Insurance Company	20508
	INSURER C: St Paul Fire and Marine Insurance Co	24767
INSURED 1079765 LOCKWOOD, ANDREWS & NEWMAN, INC. ATTN: MR. DON SCHUETZ 2925 BRIARPARK DRIVE HOUSTON TX 77042	INSURER D: National Fire Insurance Co of Hartford	20478
	INSURER E:	

COVERAGES LEOAD01 PC

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
D			GENERAL LIABILITY	1015651942	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 1,000,000
			☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
			☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
			GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
			☐ POLICY ☒ PRO-JECT ☐ LOC				
A			AUTOMOBILE LIABILITY	1015651956	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			☒ ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
			☒ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
			☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
			☒ HIRED AUTOS				
☒ NON-OWNED AUTOS							
			GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
			☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ XXXXXXXX
							AGG \$ XXXXXXXX
C			EXCESS / UMBRELLA LIABILITY	QK08000835	1/1/2010	1/1/2011	EACH OCCURRENCE \$ 25,000,000
			☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 25,000,000
			☐ DEDUCTIBLE ☐ UMBRELLA FORM				\$ XXXXXXXX
			☒ RETENTION \$ 10,000				\$ XXXXXXXX
							\$ XXXXXXXX
B B B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1015651973 (AOS) 1063334422 (CA) 2076231879 (DC)	1/1/2010 1/1/2010 1/1/2010	1/1/2011 1/1/2011 1/1/2011	☒ WC STATU- TORY LIMITS ☐ OTH- ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
			OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE COUNTY OF HIDALGO IS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

10959373

THE COUNTY OF HIDALGO
HIDALGO COUNTY PURCHASING DEPT.
2812 S. BUSINESS WHY. 281
EDINBURG TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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For questions regarding this certificate, contact the number listed in the "Producer" section above and specify the client code "LEOAD01".

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**
2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
 - a) **Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage**
 - b) **Construction of additional pod(s)**
 - c) **Selection and engagement of an architect for the construction of additional pods**
3. **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**
 - a) **Renovations of administration building**
 - b) **Other ongoing county owned building construction, renovation repair projects**
 - c) **Emergency situations occurring since last agenda meeting**

NO ACTION taken on items 24.A. 1, 2, and 3.a, b & c.

4. **AI-22271 Acceptance and Approval of the final negotiated contract between Hidalgo County and Lockwood, Andrews and Newman, Inc. (Number No. 1 ranked firm) for the "Consulting Services for a Feasibility Study for the Hidalgo County Commuter Rail District", project.**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval, subject to a fee not to exceed \$420,420.00, and correspondingly changing the documents to reflect said amount.

Commissioner Palacios stepped away from the Court.

5. **AI-22261 Requesting approval of the "Amended" and "Restated" Lease Agreements previously (approved by CC on 06/22/10) to O.E. Investments, LTD for the "Lease of Tower Space" in the Cities of La Joya and Weslaco, Texas for the Hidalgo County Emergency Management Division.**
 - a. **Amended and Restated Lease Agreement by legal counsel #C-10-043-08-03 (La Joya Tower Site)**
 - b. **Amended and Restated Lease Agreement by legal counsel #C-10-044-08-03 (Weslaco Tower Site)**

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote to approve items 24.A.5.a & b.

6. **AI-22250 Pursuant to Article 14 of the current lease agreement between Hidalgo County and Edinburg Real Estate Network, discussion and applicable action in connection with exercising County's Option to Purchase by giving notice to Lessor through a completed and executed Earnest Money Contract (form approved as Exhibit "C" in original Lease Agreement-attached hereto) for the price of \$2,850,000.00 less any Base Rent paid through closing (as defined in Purchase Contract/Earnest Money Contract).**

Commissioner Garza requested that Commissioner Cuellar make an assessment of the Mediplex Building. At the same time, a replacement cost of Robert's Chevrolet Building will be obtained, as requested by Commissioner Flores.

NO ACTION taken on this item.

AI-22271**24.A.4.****Approval of final negotiated contract for Consulting Serv.-H.C.Commuter Rail Feasibility Study****CC REGULAR**

Date: 08/03/2010
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information**CAPTION**

Acceptance and Approval of the final negotiated contract between Hidalgo County and Lockwood, Andrews and Newman, Inc. (Number No. 1 ranked firm) for the "Consulting Services for a Feasibility Study for the Hidalgo County Commuter Rail District", project.

BACKGROUND**Fiscal Impact****FISCAL YEAR:** 2010**ACCT. #:** 0-1287-431-00-110-072-3-311**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

\$500,000.00 AVAILABLE FUNDING PENDING APPROVAL OF APPROPRIATION
 SCHEDULED FOR CC ON 08/03/10. REF: AI 22291.

Attachments

Link: [Commuter Rail Final Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/30/2010 11:00 AM	APRV
2	Budget & Management	Erika Zamora	07/30/2010 01:02 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/30/2010 04:34 PM	APRV
4	Auditor's Office		07/30/2010 05:18 PM	NEW
Form Started By: Gricelda Villarreal			Started On: 07/29/2010 04:43 PM	
Final Approval Date: 07/30/2010				



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

December 28, 2009

Re: **HIDALGO COUNTY**
Request For Qualifications -

**"Consulting Services for a Feasibility Study for Hidalgo
County Community Rail System"**
RFQ No: 2010-031-01-20CGV

Dear Respondents:

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Martha L. Salazar".

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/cgv

Enclosures



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

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY

**"Consulting Services for a Feasibility Study for
Hidalgo County Community Rail System"**

RFQ No: 2010-031-01-20CGV

1. Request For Qualifications Letter.
2. Request for Qualifications, Legal Notice, consisting of 10 pages.
(Page 10 must be submitted with response)
3. Requirements, Exhibit A, consisting of 8 pages.
4. Evaluation Criteria, Exhibit B, consisting of 5 pages.
(Part I-Evaluation of SOQ's and Part II-Evaluation of Proposals)
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 1 page.
(Must be submitted with response)
7. Participant's Affidavit, Exhibit E, consisting of 1 page.
(Must be submitted with response)
8. Vendor Application and Request for Taxpayers Identifications Number (W-9) form,
consisting of 7 pages.
(Must be submitted with response)
9. Certification Regarding Debarment, consisting of 1 page.
(Must be submitted with response)

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 Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 28, 2009

Date

RFQ No: 2010-031-01-20CGV	Buyer II: Griselda (Cris) Villarreal	Tel. No: (956) 318-2626
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REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

**Consulting Services for a Feasibility Study for
Hidalgo County Commuter Rail System**
January 20, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for **"Consulting Services for a Feasibility Study-Hidalgo County Commuter Rail System "**, in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and seven (7) copies of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS 2010-031-01-20CGV - "Consulting Services for a Feasibility Study-Hidalgo County Commuter Rail System "** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, January 20, 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 WITH REFERENCE TO: RFQ No.: 2010-031-01-20CGV- "Consulting Services for a Feasibility Study-Hidalgo County Commuter Rail System "**. Hidalgo County 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. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE TO (956) 318-2629 OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us NO LATER THAN Wednesday, January 13, 2010 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, January 15, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this statement of qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all statement of qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications for approval. Receipt of any statement of qualifications shall under no circumstances obligate County to accept the lowest dollar statement of qualifications. The award of this contract shall be made to the responsible offeror whose statement of qualifications is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.
5. For work to be performed at a County-owned or operated 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 accept RFQs.
7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County 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 County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a statement of qualifications or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - a) Name and address of successful vendor
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **"Consulting Services for a Feasibility Study-Hidalgo County Commuter Rail System"**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2810 So. Business Hwy 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	<u>January 20, 2010</u>
Award of Contract	_____, 20__
Commence Work or Deliver Products	_____, 20__

16. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall~~

~~furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~. Together with the signing of a contract or issuance of a purchase order following the acceptance of a statement of qualifications, and prior to commencement of the actual work, the participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

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

any solicitation or statement of qualifications therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, Consulting Services 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, Consulting Services or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, Consulting Services, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

19. If, during the life of any contract or statement of qualifications awarded, the successful participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Statement of qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. Minimum Standards For Responsible Prospective Participants: A prospective participant must affirmatively demonstrate participant's responsibility. A prospective participant, by submitting a statement of qualifications, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the statement of qualifications;
 - . 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 participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
23. Any contract award to a successful participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful participant; County reserves the right to terminate any contract immediately in the event a successful participant fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.

25. Successful participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful participant, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from statement of qualifications award. Successful participant indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful participant shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful participant'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 participant.
26. Successful participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Participants shall provide with the statement of qualifications 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. Participants must provide **all** documentation requested with this Statement of qualifications in their response. Failure to provide this information may result in rejection of the statement of qualifications as non-conforming.

Request For Qualifications
for
**“Consulting Services for a Feasibility Study
Hidalgo County Commuter Rail System”**
RFQ No: 2010-031-01-20CGV

January 20, 2010

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

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

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 reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications.

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

Respectfully submitted,

Participant:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

EXHIBIT A **REQUIREMENTS**

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
“Consulting Services for a Feasibility Study
for Hidalgo County Commuter Rail System”

RFQ No: 2010-031-01-20CGV

HIDALGO COUNTY
“Consulting Services for a Feasibility Study
for Hidalgo County Commuter Rail System”

RFQ NO: 2010-031-01-20-CGV

Hidalgo County is seeking statement of qualifications from qualified firms interested in providing Consulting Services for a Feasibility Study for Hidalgo County Commuter Rail System. This project will be funded through a grant under the American Recovery and Reinvestment Act (ARRA). Any contract award as a result of this solicitation is contingent upon release of funds from the Department of Energy (DOE) Energy Efficiency and Conservation Block Grant Program. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of “Consulting Services for a Feasibility Study for Hidalgo County Commuter Rail System” as specified herein. Statements of qualifications will be accepted until 9:30 A.M., Wednesday, January 20, 2010. **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department New Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department New Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

<u>US Postal Mail Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department New Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department New Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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ADDITIONAL INFORMATION:

Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Hwy 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA EMAIL TO cris.villarreal@co.hidalgo.tx.us , BY NO LATER THAN Wednesday, January 13, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday , January 15, 2010. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") 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.

REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST:

A person, vendor, consultant or contractor required to file a conflict of interest must file an updated questionnaire each year that a contractual relationship or negotiation is pending with the County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closser, Edinburg, Texas 78539-Hidalgo County Courthouse. COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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 cost occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict the submitter's ability to comply with. Any such protest or question regarding the requirements or procurement 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.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope.

SIGNING OF 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- ASSIGNMENTS

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

TERM OF CONTRACT:

The term of the agreement will be for an initial period of one (1) year with the Hidalgo County's option to renew for an additional one (1) year term under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVISBACON ACT: (IF APPLICABLE)

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

developing specifications.

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 seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS

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

UNDERSTANDING OF THE PROJECT:

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

PROJECT OVERVIEW:

Hidalgo County is seeking Statements of Qualifications and proposals (see page 6 regarding fee schedule) from qualified firms interested in providing professional engineering and planning services for the Hidalgo County Commuter Rail Feasibility Study. This project will be funded through a grant under the American Recovery and Reinvestment Act (ARRA). A contract award is contingent upon release of funds from the Department of Energy (DOE) under the Energy Efficiency and Conservation Block Grant Program.

FIRM QUALIFICATIONS/REQUIREMENTS

Firm(s) must have five (5) years experience including, but not limited to the following:

- Must have a Public Engineering Degree background in Rail projects and experience in public outreach;
- Must have knowledge of American Railway Engineers and Maintenance Association Standards (AREMA)
- Must be a Certified Planner thru American Institute of Certified Planners (AICP);
- Must have demonstrated experience in providing commuter rail planning services;
- Must have demonstrated experience in working with the Federal Transit Administration (FTA);
- Must have demonstrated experience in providing greenhouse gas emissions reduction strategies for transportation entities;

FIRM CONTENT REQUIREMENTS Hidalgo County Commuter Rail District is seeking to contract with a competent qualified and licensed firm(s) to provide professional engineering and planning services for a “Feasibility Study for a Commuter Rail System”. This section contains the minimum contents as described herein:

1. Firm(s) Qualifications/Experience (40)

The firm(s) 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 services required;

2. Experience of similar services (40)

The firm shall have a minimum of five (5) years experience in performing similar contracts for counties, cities and other clients as stated in the Request for Qualifications (RFQ) requirements. The provider shall designate experienced staff to completely and efficiently perform the services related to Commuter Rail Planning. Resumes 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.

3. Understanding the Services and Methodology (20)

Firm should demonstrate knowledge of Department of Energy Federal Grants, requirements. Must provide an outline of the firm's plan for servicing this project and contingency plans in the event that one or more key personnel are not available for any reason during the period of performance. The firm should provide as much background information as to its' experience in providing similar services to City, County, State or any other governmental agencies. The firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required.

REQUIRED CERTIFICATION AND SUBMITTAL:

This section will contain any licenses, registrations and certifications as required by Hidalgo County and State of Texas for Public Engineers.

INITIAL SCOPE OF SERVICES

Hidalgo County is requesting statements of qualifications for a feasibility study for the development of a commuter rail system that connects all major destinations in Hidalgo County and is accessible to all residents.

The study will include, but not limited to the following:

- Identification of major employment centers;
- Analysis of the local bus transportation system;
- Analysis of the maquila industry's impact on local transportation;
- Identification of traffic patterns;
- Recommended routes for commuter rail lines;
- Possible locations for stations and park-and-ride facilities;
- Evaluation of transit-oriented development opportunities;
- Evaluation of operational characteristics of the system and potential vehicle technologies;
- Development of gross estimates of project, costs and identification of project benefits;

FIRMS/PARTICIPANTS ARE NOT TO PROVIDE A PROPOSAL/FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL:

The fee will be negotiated after the ranking by Commissioners' Court of the top five most qualified firms.

NUMBER OF COPIES TO BE SUBMITTED:

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

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA-PART I:

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B-Part I. However, after the 100-point evaluation, Hidalgo County's Court may elect to narrow the participating providers and request a presentation.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the RFQs received in response to this Hidalgo County request for qualifications.

(B) After the RFQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

NEGOTIATION PROCESS- EVALUATION CRITERIA- PART II:

The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiation based on the Evaluation Criteria Exhibit B-Part II. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

Termination of Services:

Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new consultant for Hidalgo County Commuter Rail District.

STATEMENTS OF QUALIFICATIONS SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Closner Blvd
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 20, 2010 .**

EXHIBIT B

SELECTION CRITERIA

- Part I-Evaluation of Statements of Qualifications
- Part II-Evaluation of Proposals

Hidalgo County
“RFQ-Consulting Services for a Feasibility Study
for Hidalgo County Commuter Rail System”

RFQ NO: 2010-031-01-20-CGV

EVALUATION CRITERIA
REQUEST FOR QUALIFICATIONS

Part I: Statements of Qualifications (SOQ's)

Evaluation Criteria

The submitter'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. Firm(s) Qualifications (40)

The firm(s) should provide information on their applicable certifications, registrations and other pertinent information that demonstrates their qualifications to perform the services required.

2. Experience of similar services (40)

The firm shall have a minimum of five (5) years experience in performing similar contracts for counties, cities and other clients as stated in the Request for Qualifications (RFQ) requirements. The provider shall designate experienced staff to completely and efficiently perform the services related to Commuter Rail Planning. Resumes 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.

3. Understanding the Services and Methodology (20)

Firm should demonstrate knowledge of Department of Energy Federal Grants requirements. Must provide an outline of the firm's plan for servicing this project and contingency plans in the event that one or more key personnel are not available for any reason during the period of performance. The firm should provide as much background information as to its' experience in providing similar services to City, County, State or any other governmental agencies. The firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required.

**HIDALGO COUNTY
Request for Qualifications**

**“Consulting Services for a Feasibility Study
for Hidalgo County Commuter Rail System ”**

PART I- SOQ's EVALUATION FORM

<u>Selection Criteria</u>	<u>RANGE POINTS</u>	<u>SCORE</u>
1. Firm(s)Qualifications The firm(s) should provide information on their applicable certifications, registrations and other pertinent information that demonstrates their qualifications to perform the services required. Comments/Rationale For Points:	0-40	_____
2. Experience of similar services The firm shall have a minimum of five (5) years experience in performing similar contracts for counties, cities and other clients as stated in the Request for Qualifications (RFQ) requirements. The provider shall designate experienced staff to completely and efficiently perform the services related to Commuter Rail Planning. Resumes 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. . Comments/Rationale For Points:	0-40	_____
3. Understanding the Services and Methodology Firm should demonstrate knowledge of Department of Energy Federal Grants requirements. Must provide an outline of the firm's plan for servicing this project and contingency plans in the event that one or more key personnel are not available for any reason during the period of performance. The firm must state the approach and/or (methodology) in achieving and rendering all services detailed and required. Comments/Rationale For Points:	0-20	_____

Provider: _____

Evaluator: _____ Date: _____

EVALUATION CRITERIA

Request for Qualifications

PART II: PROPOSALS

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

1. Method (40)

The firm(s) should provide a detailed plan of its approach to develop a Commuter Rail Feasibility Study for Hidalgo County that addresses all the items listed in the initial Scope of Services. A list of the staff that will be dedicated to this project and a description of their tasks should be included.

2. Fee Schedule (40)

Firm should provide a detailed fee schedule based on rendering all services detailed and required.

3. Timeline (20)

The firm(s) should provide a detailed timeline for completion of the study.

HIDALGO COUNTY

"RFQ-Consulting Services for a Feasibility Study For Hidalgo County Commuter Rail System "

PART II- PROPOSAL-EVALUATION FORM

SELECTION CRITERIA

POINT RANGE

SCORE

1 **Methods**

The firm should provide a detailed plan of its approach to develop a Commuter Rail feasibility Study for Hidalgo County that addresses all the items listed in the initial scope of Services along with a description of the staff For this project

- | | | |
|--|------|-------|
| • Plan is sufficiently detailed | 0-10 | _____ |
| • Methods are appropriate to achieve the objectives | 0-15 | _____ |
| • Designated staff are experienced and have the necessary qualifications | 0-15 | _____ |

Comments/Rationale For Points:

2 **Fee Schedule**

The firm(s) should provide a detailed plan fee schedule.

- | | | |
|--|------|-------|
| • Fee schedule is sufficiently detailed. | 0-10 | _____ |
| • Cost is realistic and adequate. | 0-30 | _____ |

Comments/Rationale For Points:

3 **Timeline**

The firm(s) should provide a detailed timeline for completion of the project.

- | | | |
|---------------------------------------|------|-------|
| • Timeline is sufficiently detailed. | 0-10 | _____ |
| • Timeline is realistic and adequate. | 0-10 | _____ |

Comments/Rationale For Points:

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT “C”

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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) 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 Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$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 Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).

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

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

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

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project 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:

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

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

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

4

Signature of person doing business with the governmental entity

Date

PROPOSER'S AFFIDAVIT
Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "CONSULTING SERVICES FOR A FEASIBILITY STUDY
FOR HIDALGO COUNTY COMMUTER RAIL SYSTEM"
PROJECT NO.: 2010-031-01-20CGV**

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 nay 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:

Signature/Title: _____

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

Notary Public

My commission expires: _____, 20____

HIDALGO COUNTY PURCHASING DEPARTMENT Proposer/Vendor Application

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

Indicate Certification No.(s): _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			+			+		
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
--------------	-------------------------------	--------

Purpose of Form

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

Nonresident alien who becomes a resident alien.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

What Name and Number To Give the Requester

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

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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