AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
November 12, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI-41663** Presentation by Hugo Berlanga regarding BP Deepwater Horizon restoration funding

B. **AI-41461** Proclamation Declaring November As "Official Home Care and Hospice Month"

C. **AI-41732** Request from United Blood Drive Services to set up BloodMobile at John Austin Peña Memorial Center from 8:30am-11:30am on November 15, 2013 during the Health Department's "Employee Diabetes Day" Event

7. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on Courthouse Portable Building Project, other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

C. **AI-41722** Approval to process payment of invoices/claims from The Monitor for publication/distribution services of the County Newsletter, with authority for County Treasurer to issue payment after review and auditing procedures are completed by the County Auditor as follows:

Vendor	Invoice #	Invoice Date	Amount
The Monitor	1000000	8/30/13	$1,650.00
The Monitor	1000000	9/30/13	$1,650.00
The Monitor	1000000	10/31/13	$1,650.00

D. **AI-41716** Approval to accept settlement check from Germania Insurance Company in the amount of $373.30 to settle auto accident with County vehicle. (Facility Management)

8. **District Courts:**

A. **AI-41588** 206th District Court (1100):
1. Approval to increase interpreter pay allowance to one (1) Assistant Court Coordinator position, (Slot #003), in the amount of $3,000.00, effective next full pay period, 11/18/2013.
2. Approval of revised salary schedule.

B. **AI-41627** Indigent Defense:
Requesting Commisioners' Court Approval to submit Fiscal Year 2014 Hidalgo County Indigent Defense Formula Grant Application.

9. **Sheriff's Office:**

A. **AI-41468** Sheriff's Office-FBI (1284):
1. Approval to accept overtime funding agreement from the Federal Bureau of Investigation (FBI) in the total amount of $17,202.25.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditors for the FY2014 FBI Overtime agreement.
4. Approval of appropriation of funds in the amount of $17,202.25.

B. **AI-41746** 1. Approval and authorization to set up a collection site at the Hidalgo County Sheriff's Office East Side Substation.
2. Approval and authorization for a change fund of Fifty Dollars ($50), pursuant to Local Government Code 130.902.

10. **Tax Office - Paul Villarreal:**

A. **AI-41695** Approval of 2013 Tax Roll Totals, as per Sec. 26.09(e), of the Texas Property Tax Code.

11. **Health & Human Services Department - Eddie Olivarez**

A. **AI-41449** Approval of Proclamation Declaring November 14, 2013 as "Hidalgo County Diabetes Day"

B. **AI-41444** Discussion and approval of Non-Disclosure Agreement between Network Sciences, Inc, Medimpact Healthcare Systems, Inc & Hidalgo County.

C. **Health Care Funding District:**

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

D. **Indigent Health Care Program:**

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

12. **Emergency Management - Oscar Montoya:**

A. **AI-41701** 1. Discussion, consideration and approval to execute an Interlocal Cooperation Agreement between Hidalgo County and City of McAllen for the purpose of purchasing communications equipment through the Assistance to Firefighters Grant for the continued development of the regional radio system.

2. Discussion, consideration and approval to submit the 20% cash match requirement to the City of McAllen in the amount of $227,074.80 as stated in Exhibit A of the Interlocal with the City of McAllen for purpose of purchasing communications equipment through the Assistance to Firefighters Grant.

3. Discussion, consideration and approval to execute an Amendment to the present Lease -Purchase Agreement between Hidalgo County and Motorola Solutions, Inc. for the purpose of amending the terms of the contract to make a one time payment of $1,135,374.00 from funds provided by the Assistance to Firefighters Grant facilitated by the City of McAllen on behalf of the Hidalgo County Fire Marshal’s Office.

13. **Urban County - Diana Serna:**

A. **AI-41488** Urban County Program on behalf of the City of Mercedes is requesting authority to purchase drop book return and a drop cart with float tray for their Public Library. Purchase will be made from Brodart Co. (contract # 407-12) an approved vendor through Hidalgo County's membership and participation with State of Texas Buy Board. The total amount of purchase is $6,560.64 (quote attached) for the Mercedes Library funded through FY 26 (2013) Mercedes – Public Service (general) line item and the city's general funds.

B. **AI-41497** 1. Urban County Program is requesting approval to reduce the amount of the contract with R. Gutierrez Engineering Corporation under the General Land Office (GLO) Contract No. 10-5066-000-5043/DRS010068 (formerly known as TDRA) for the Precinct No. 2 Minnesota Drain Project from $129,217.68 to $118,209.82.

2. Urban County Program is requesting approval to reduce the amount of the contract with L&G Engineering Laboratory, L.L.C. under the General Land Office (GLO) Contract No. 10-5066-000-5043/DRS010068 (formerly known as TDRA) for the Precinct No. 4 Trenton Drain Project from $8,566.87 to $6,396.04.

14. **TX. Agri-Life Extension Services:**

A. **AI-41578** Barbara Storz and Brad Cowan would like to present Mr. Ray Prewett with a Proclamation in recognition of Mr. Prewett's 30 years of outstanding service to Rio Grande Valley agriculture, The Texas County Agricultural Agents Association presented him the prestigous "Man of the Year in Texas Agriculture" Award.

15. **Head Start Program - Teresa Flores:**

A. **AI-41740** Discussion, Approval and Appointment of One (1) Community Representative by Each Members of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(7) Beginning October 2013 (Commissioner Hector "Tito" Palacios)

16. **Colonia Access Program: Agapito Vargas:**

A. **AI-41717** 1. Discussion and approval to amend AI-39955 approved by Commissioner's Court on 8/06/2013 to revise 3rd Call BCAP Projects

2. Requesting deletion of five 3rd Round BCAP projects:

Precinct 1:
De Anda Subdivision (CSJ: 3C1080215)
Valley View Subdivision (CSJ: 3C1080779)
Village Grove Subdivision (CSJ: 3C1080790)

Precinct 3:
Jardin Terrace Subdivision (CSJ: 3C1080348)
Blue Star Enterprises Subdivision (CSJ: 3C1080111)

3. Requesting to Add the following new projects:

Precinct 1:
Lorenzana Subdivision (CSJ: 3C1080422)
Heidelburg Subdivision (CSJ: 3C1080314)
Barbosa-Lopez No.3 Subdivision (CSJ: 3C1080642)
Flora Subdivision (CSJ: 3C1080270)
La Pampa Subdivision (CSJ: 3C1080394)
Martin Subdivision (CSJ: 3C1080894)
Southern Valley Estates Subdivision (CSJ: 3C1080691)

Precinct 2:
Las Fuentes Subdivision (CSJ: 3C1080411)

Precinct 3:
Havana Lomas No.4 Subdivision (CSJ: 3C1080310)
Havana Lomas No.5 Subdivision (CSJ: 3C1080311)

4. Requesting to include the remaining projects to new Financial Agreement:

Precinct 1:
Ash County Subdivision (CSJ: 3C1080855)
La Milpa Subdivision (CSJ: 3C1080388)
Tijerina Subdivision (CSJ: 3C1080727)
Delta West Subdivision (CSJ: 3C1080220)

Precinct 3:
Palm Lake Subdivision (CSJ: 3C1080536)
Verde Tropical Subdivision (CSJ: 3C1080780)
Ramirez I Subdivision (CSJ: 3C1080587)
Ramirez II Subdivision (CSJ: 3C1080588)
Ramirez III Subdivision (CSJ: 3C1080589)
Regal Estates Subdivision (CSJ: 3C1080606)
Randolph Barnett No.1 (CSJ: 3C1080600)

Precinct 4:
Trenton Terrace Subdivision (CSJ: 3C1080752)
Hoehn Drive Subdivision (CSJ: 3C1080329)
Rankin Subdivision (CSJ: 3C1080603)
Engelman Subdivision (CSJ: 3C1080260)

17. Planning Department - Raul Sesin:

A. AI-41550 1. Reimbursement of Financial Guarantee
a. Riviera Ranches Phase II Subdivision – Pct. 1 (Garco, Ltd.)
b. Moulin Rouge Subdivision – Pct. 4 (Garco, Ltd)
c. Palace Station Phase I Subdivision – Pct. 4 (Garco, Ltd.)
d. Paris Ranches Subdivision – Pct. 1 (BIC Development, Inc.)
e. Bally's Estates Subdivision – Pct. 4 (Garco, Ltd.)

f. MGM Grand Ranches Phase I Subdivision – Pct. 4 (Garco, Ltd)
g. Falcon's Nest Phase I Subdivision – Pct. 1 (Garco, Ltd)
h. Riviera Ranches Phase I Subdivision – Pct. 1 (Garco, Ltd)

18. Precinct #3 - Comm. Flores:

A. AI-41742 Hidalgo County Commuter Rail District:
1. Accept resignation of the Precinct 3 member of the HCCRD Board of Directors
2. Appointment of James Barnes as Pct. 3 member of the HCCRD Board of Directors

19. Purchasing Department - Marty Salazar:
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. AI-41674 Acceptance and approval of the final negotiated contracts and/or documents between Hidalgo County and Blue Cross Blue Shield of Texas and Dearborn National (No. 1 ranked providers) for the "Third Party Administration, Individual Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment", project. (No.: 2013-143-10-16-CGA)

2. AI-41519 Requesting Authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: "Hidalgo County Pool of Professional Services" for the following:
1. Architectural Services (RFQ No. 2014-002-12-11-YSS)
2. Engineering Services (RFQ No. 2014-003-12-11-YZV)
3. Engineering Services Geotechnical & Construction Material Testing (RFQ No. 2014-004-12-11-SMA)
4. Construction Management Services (RFQ No. 2014-005-12-11-MSS)
5. Appraiser Services (RFQ No. 2014-006-12-11-SGS)
6. Surveyor Services (RFQ No. 2014-007-12-11-MEG)
for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol - as established by CC) per project by Hidalgo County Commissioners Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective February 09, 2014 through March 15, 2015.

B. Pct. 3

1. **AI-41481** a. Requesting exemption from competitive bidding requirements under the Texas Local Goverment Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Professional Engineering Services for the Shary Road Project;

	L&G Engineers	Izaguirre Engineering	ERO Engineering
EVALUATOR 1	99	88	92
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 Ranked firm of _____ for the provision of, "Professional Engineering Services for the Shay Road Project.

C. Pct. 4

1. **AI-41490** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional construction materials testing services for the (Mile 17 ½ (projects limits between Ware Road & Rooth Road) in Pct No. 4.

Evaluator	Terracon	Professional Services Industries (PSI)	Trinity Soils Investigation Laboratories (TSI)
Evaluator	99	97	95
Ranking			

C. Authority for the Purchasing Department to negotiate a professional architectural service (on call services) contract with the No. 1 ranked firm of _____ for: of professional construction materials testing services for the (Mile 17 ½ (projects limits between Ware Road & Rooth Road) in Pct No. 4.

2. **AI-41679** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional surveying services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services for the Brewster Park in Pct No. 4.

Evaluation	Aranda & Associates	R. Gutierrez engineering	Salinas Engineering Services
Evaluator 1	97	95	93
Ranking			

C. Authority for the Purchasing Department to negotiate a professional surveying services contract with the No. 1 ranked firm of _____ for: the Brewster Park projects in Pct No. 4.

3. AI-41735 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional surveying services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services for Project: **FM 1925 (FM 907 - East of SH 68)** within **Hidalgo County Precinct No. 4.**

Firm	L & G Engineering	R. Gutierrez Engineering Corp	Innovative Civil Eng Svcs, Ltd.
Evaluator	98	95	94
Ranking			

C. Authority for the Purchasing Department to negotiate a professional surveying services contract with the No. 1 ranked firm of _____ for Project: **FM 1925 (FM 907 - East of SH 68)** within **Hidalgo County Precinct No. 4.**

D. Sheriff's Department:

1. AI-41757 Pursuant to contract with Chanin Engineering, LLC, (article 12) to C-13-133-07-09 a request for approval by engineer to permit the subcontracting of MEP Solutions Engineering and Sam Garcia Architects in connection with "Hidalgo County Adult Detention Center and Law Enforcement Facility Repairs and/or Replacement."

E. Co. Wide

1. AI-41028 Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications for the purpose of award and approval of contract for RFB titled: Hidalgo County (all funding sources)- "EN-1 Road Stabilizer Material" through project No.: 2013-159-09-25-MEG.

20. Closed Session:
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A.		Real Estate Acquisition
B.		Pending and/or potential litigation
C.	**AI-41629**	Claim of Odette Prado
D.	**AI-41669**	Potential Claim - Josephine Carnell, individual and a/n/f of Dayson Joseph Mendoza and David Mendoza, Jr.
E.	**AI-41667**	Notice of Claim - Estate of Terrell Joseph Rabel, Deborah Marie Rabel, and Minor Children
F.	**AI-41727**	Notice of Claim - Tomasa Hoskinson

21. **Open Session:**

A.		Real Estate Acquisition and appropriation for same
B.		Pending and/or potential litigation
C.	**AI-41630**	Claim of Odette Prado
D.	**AI-41670**	Potential Claim - Josephine Carnell, individual and a/n/f of Dayson Joseph Mendoza and David Mendoza, Jr.
E.	**AI-41668**	Notice of Claim - Estate of Terrell Joseph Rabel, Deborah Marie Rabel, and Minor Children
F.	**AI-41728**	Notice of Claim - Tomasa Hoskinson

22. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

23. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

24. **Adjourn**

AI-41663 **County Judge's Office 6. A.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation by Hugo Berlanga regarding BP Deepwater Horizon restoration funding

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Presentation by Hugo Berlanga...

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/08/2013 10:24 AM
Manuel Chapa	Manuel Chapa	11/08/2013 01:30 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: SANDRA DELEON Started On: 11/06/2013 10:13 AM

Final Approval Date: 11/08/2013

AI-41461 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation Declaring November As "Official Home Care and Hospice Month"

BACKGROUND

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/25/2013 11:38 AM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Monica Badillo Started On: 10/25/2013 11:13 AM

Final Approval Date: 11/08/2013

PROCLAMATION DELCARING NOVEMBER 2013 AS
"OFFICIAL HOME CARE AND HOSPICE MONTH"

WHEREAS, home care services provide high quality and compassionate health care services to those in need, especially during times of community or personal health care crisis; and

WHEREAS, home care is the most preferred method of health care delivery among disabled, elderly, and chronically ill individuals eager to live independently in their own homes as long as they possibly can; and

WHEREAS, home care in Texas and Hidalgo County is a growing alternative to hospitalization or other institution-based forms of health care for acute and chronic illnesses, providing care to hundreds of thousands of Texans each year; and

WHEREAS, hospice care provides humane and comforting support for terminally ill patients and their families, including pain control and palliative medical care; as well as social, emotional and spiritual services; and

WHEREAS, hospice fulfills basic human needs of feeling comfortable in familiar surroundings and of attaining physical and emotional peace during the last stages of life; and

WHEREAS, there is a need to increase public discussion about advances in pain control and the care options available to individuals of all ages, races, and backgrounds who are at the end of life; and

WHEREAS the Texas Association for Home Care & Hospice, and home care and hospice providers in Texas have declared November 2013 as "Home Care and Hospice Month" with the theme of "Home Care & Hospice…Keeping Texans Independent" and are calling on all Texans to observe this occasion with appropriate ceremonies and activities;

NOW, THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners' Court hereby declares the month of November 2013 as "Official Home Health Care and Hospice Month" and encourages the support and participation of all Hidalgo County residents in learning more about the home care and hospice philosophy of care for the elderly, disabled and the terminally ill.

Approved this 12th day of November, 2013.

_____
RAMON GARCIA
County Judge

_____
A.C. CUELLAR, JR.
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

_____
Attest: ARTURO GUAJARDO, JR.
Hidalgo County Clerk

AI-41732 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request from United Blood Drive Services to set up BloodMobile at John Austin Peña Memorial Center from 8:30am-11:30am on November 15, 2013 during the Health Department's "Employee Diabetes Day" Event

BACKGROUND

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/07/2013 05:17 PM
Glinda Pacheco	Glinda Pacheco	11/08/2013 10:02 AM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Monica Badillo Started On: 11/07/2013 04:51 PM

Final Approval Date: 11/08/2013

Find the hero in you.

United Blood Services
www.UnitedBloodServices.org

Brenda Salazar,

We are truly fortunate that the Hidalgo County Health Department reached out to us to participate in a blood drive at the upcoming health fair at the John Austin Pena Memorial Center. We are requesting to have the blood drive from 8:30am-11:30am at the Memorial Center and can either set up in our BloodMobile or in a room at the John Austin Pena Memorial Center. If you can please get back to me as soon as we can get the location approved we would greatly appreciate it. Thank you so much Ms. Salazar.

With high regards,

Joey Peña
Donor Recruiter Representative
United Blood Services
956 605 7400 (Cell)
956 213 7520 (Office)
jpena@bloodsystems.org

AI-41722 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to process payment of invoices/claims from The Monitor for publication/distribution services of the County Newsletter, with authority for County Treasurer to issue payment after review and auditing procedures are completed by the County Auditor as follows:

Vendor	Invoice #	Invoice Date	Amount
The Monitor	1000000	8/30/13	$1,650.00
The Monitor	1000000	9/30/13	$1,650.00
The Monitor	1000000	10/31/13	$1,650.00

BACKGROUND

Previous PO was liquidated; no funding was in place for additional months.

PO #700704 has been created now that funding is in place for the months of Nov.-Dec.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-413-30-125-004-0-540

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 11/7/13.

Attachments

invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/07/2013 03:55 PM
Glinda Pacheco	Glinda Pacheco	11/08/2013 08:12 AM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Monica Badillo Started On: 11/07/2013 02:39 PM

Final Approval Date: 11/08/2013

THE MONITOR

REMIT TO:
The Monitor
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 40019106 BALANCE DUE $1,650.00 CHECK NO. _____

MKT. CONSULTANT Letty Flores DEPARTMENT Advertising AMOUNT PAID _____

Office of Hidalgo County Judge Ramon Garcia Public Affairs Division
Attn: Hilda Salinas
302 West University
Edinburg, Texas

INVOICE DATE	INVOICE NO.
8/30/2013	1000000

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVE
40019106.00	1650.00	0.00	0.00	0.00

DATE	REF#	DISCRIPTION		pub	AMOUNT
	Sunday	45,000 60lb paper		The Monitor	1650.00

Print and Deliver

INVOICE RECEIVED BY: _____ ON 11/6/13
GOODS/SERVICES RECEIVED BY:
Laura T. ON Aug. 2013
3-1100-413-30-125-004-0-540

Thank you very much for Advertising !!!

PREVIOUS BALANCE		NEW CHARGES		CREDITS		BALANCE
	(+)	$1650.00	-		=	$1650.00

The Monitor
1400 E. Nolana Loop
McAllen, TX 78504
956-683-4000
Fed ID# 74-1157766
www.themonitor.com

THIS STATEMENT IS DUE AND PAYABLE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS UNPAID 30 DAYS (ANNUAL PERCENTAGE RATE IS 18%).

THE MONITOR

REMIT TO:
The Monitor
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 40019106 BALANCE DUE $1,650.00 CHECK NO. _____

MKT. CONSULTANT Letty Flores DEPARTMENT Advertising AMOUNT PAID _____

Office of Hidalgo County Judge Ramon Garcia Public Affairs Division
Attn: Hilda Salinas
302 West University
Edinburg, Texas

INVOICE DATE	INVOICE NO.
9/30/2013	1000000

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVE
40019106.00	1650.00	0.00	0.00	0.00

DATE	REF#	DISCRIPTION		pub	AMOUNT
9/22/2013	Sunday	45,000 60lb paper Print and Deliver		The Monitor	1650.00

INVOICE RECEIVED BY: _____ ON 11/6/13
GOODS/SERVICES RECEIVED BY:
Laura T. ON Sept. 2013
3-1100-413-30-125-004-0-540

Thank you very much for Advertising !!!

PREVIOUS BALANCE		NEW CHARGES		CREDITS		BALANCE
	(+)	$1650.00	-		=	$1650.00

The Monitor
1400 E. Nolana Loop
McAllen, TX 78504
956-683-4000
Fed ID# 74-1157766
www.themonitor.com

THIS STATEMENT IS DUE AND PAYABLE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS UNPAID 30 DAYS (ANNUAL PERCENTAGE RATE IS 18%).

THE MONITOR

REMIT TO:
The Monitor
Business Office
PO Box 3267
McAllen, TX 78502

ACCOUNT NO. 40019106 BALANCE DUE $1,650.00 CHECK NO. _____

MKT. CONSULTANT Letty Flores DEPARTMENT Advertising AMOUNT PAID _____

Office of Hidalgo County Judge Ramon Garcia Public Affairs Division
Attn: Hilda Salinas
302 West University
Edinburg, Texas

INVOICE DATE	INVOICE NO.
10/31/2013	1000000

TO ASSURE PROPER CREDIT - PLEASE RETURN TOP PORTION WITH REMITTANCE - ENTER ACCOUNT NUMBER ON YOUR CHECK

ACCOUNT NUMBER	CURRENT	PAST DUE 31-60 DAYS	PAST DUE 61-90 DAYS	PAST DUE 91-OVE
40019106.00	1650.00	0.00	0.00	0.00

DATE	REF#	DISCRIPTION		pub	AMOUNT
10/27/2013	Sunday	45,000 circulation on 60 lb paper		The Monitor	1650.00

Print and Deliver

INVOICE RECEIVED BY: _____ ON 11/6/13
GOODS/SERVICES RECEIVED BY:
Laura T. ON Oct. 2013
3-1100-413-30-125-004-0-540

Thank you very much for Advertising !!!

PREVIOUS BALANCE		NEW CHARGES		CREDITS		BALANCE
	(+)	$1650.00	-		=	$1650.00

The Monitor
1400 E. Nolana Loop
McAllen, TX 78504
956-683-4000
Fed ID# 74-1157766
www.themonitor.com

THIS STATEMENT IS DUE AND PAYABLE UPON RECEIPT. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ACCOUNTS UNPAID 30 DAYS (ANNUAL PERCENTAGE RATE IS 18%).

AI-41716 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Germania Insurance Company in the amount of $373.30 to settle auto accident with County vehicle. (Facility Management)

BACKGROUND

DOL: 10/15/13

Acct #: 3-1100-360-00-000-005-0-000

Attachments

Germania Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/07/2013 01:52 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Aida Alvarez Started On: 11/07/2013 11:23 AM

Final Approval Date: 11/08/2013

Germania INSURANCE

SELECT INSURANCE CO
P.O. Box 645
Brenham, TX 77834-0645
(979) 836-5224 (800) 392-2202

88-88
1113
JPMorgan Chase Bank, N A
Dallas, TX
800-457-7191

CHECK NO.: 585639
DATE ISSUED: 10/31/2013

POLICY NUMBER	CLAIM NUMBER	LOSS DATE
4 304 003233043	2013052679	10/15/2013

FULL COMPROMISE SETTLEMENT OF ALL PROPERTY DAMAGE CLAIMS FOR 2000 FORD F150

ALL PAYEES MUST ENDORSE
VOID AFTER 365 DAYS

PAY: THREE HUNDRED SEVENTY THREE DOLLARS AND 30 CENTS **$373.30**

To The
Order Of: HILDAGO COUNTY

Authorized Signature

⑈0000585639⑈ ⑆111300880⑆ ⑈6300004432⑈

Germania INSURANCE

P.O. Box 645
Brenham, TX 77834-0645
(979) 836-5224 (800) 392-2202

POLICY NUMBER	CLAIM NUMBER	LOSS DATE	PAYMENT
4 304 003233043	2013052679	10/15/2013	$373.30

CAUSE/TYPE LOSS:PROPERTY DAMAGE

CLAIMANT: HILDAGO COUNTY
EXAMINER: MOLNAR, ELIZABETH
ADJUSTER: MOLNAR, ELIZABETH

INSURED: REYES, ADOLFO
AGENT: SAFEGUARD INSURANCE AGENCY
78501-5536

HILDAGO COUNTY
PO BOX 1356
EDINBURG, TX 78540

SCA APPRAISAL COMPANY
NEW YORK SERVICE CENTER - 41 LUDLAM AVE, BAYVILLE, NY 11709
LOS ANGELES SERVICE CENTER - PO BOX 1455, BURBANK, CA 91507
REQUEST A SUPPLEMENT 24 HRS A DAY 7 DAYS A WEEK AT: WWW.SCA-APPRAISAL.COM
FOR ADDITIONAL ASSISTANCE CALL 800-572-8010

***** PRELIMINARY ESTIMATE *****

10/29/2013 02:18 PM

Owner

Owner: Hidalgo County
Contact: Hidalgo County
Address: Po Box 1356
City State Zip: EDINBERG, TX 78540

Work/Day: (956)533-0574
Work/Day: (956)533-0574
FAX:

Control Information

Claim # : 2013052679B
Loss Date/Time: 10/15/2013 07:00 AM
Deductible: Unknown
File # : 5065491

Insured Policy # :
Loss Type: Collision
Accounting # :

Ins. Company: Germania Insurance Co.
Company Contact: Germania Insurance Co.

Insured: Hidalgo County
Contact: Hidalgo County
Address: Po Box 1356
City State Zip: EDINBERG, TX 78540
Address: Po Box 1356
City State Zip: EDINBERG, TX 78540

Work/Day: (956)533-0574
Work/Day: (956)533-0574
FAX:
Work/Day: (956)533-0574

Inspection

Inspection Date: 10/29/2013 02:15 PM
Inspection Location: Hidalgo County
Address: Po Box 1356
City State Zip: EDINBERG, TX 78540
Primary Impact: Rear
Driveable: Yes

Inspection Type: Field
Contact: Hidalgo County
Work/Day: (956)533-0574x
Work/Day: (956)533-0574x
FAX:
Secondary Impact:
Rental Assisted:

Assigned Date/Time:
First Contact Date/Time:

Received Date/Time: 10/29/2013 01:49 PM
Appointment Date/Time: 10/30/2013 07:00 AM

Appraiser Name: Fred Alvarez

Appraiser License # :

Repairer

Target Complete Date/Time:

Days To Repair: 1

Remarks

No supplement w/o prior authorization.
Estimate written by Fred Alvarez
For supplements call 1-800-856-4353 parts, invoices and photos are requierd.
Date recieved 10/28/2013/2013 Date Contacted 10/29/13 Date Inspected 10/29/13
Lkq found called with Franks Auto Salvage Yard 956-831-2750. Spoke to Rafael.
Agreed price w/ repair facility Yes/No No
Emailed copy to customer and shop. yes
Date completed 10/29/2013
Production Date 05/00
Seat Belts checked damage. no
Estimate emailed to customer. no
This estimate is for visable damage only. Authorization should be obtaine from
the vehicle owner. A complete tear down is requiered prior to parts ordering
And starting vehicle repairs.

Vehicle

2000 Ford F-150 Work 2 DR Standard Cab Long Bed
6cyl Gasoline 4.2
4 Speed Automatic

Lic.Plate:	786159	**Lic State:**	TX
Lic Expire:		**VIN:**	1FTZF1722YKB30932
Prod Date:	05/2000	**Mileage:**	109,159
Veh Insp# :		**Mileage Type:**	Actual
Condition:	Good	**Code:**	P8153D
Ext. Color:	White	**Int. Color:**	
Ext. Refinish:	Two-Stage	**Int. Refinish:**	

Options

AM/FM Stereo	Anti-Lock Rear Brakes	Dual Airbags
Intermittent Wipers	Power Brakes	Power Steering
Rear Step Bumper	Tinted Glass	Vinyl Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Rear Bumper										
1	EU	565		Bumper Assy,Rear Step	L.K.Q.	$150.00	+25.00		0.4	SM
				>> LKQ Parts found with Franks Auto Parts spoke to Ralph 956-831-2750						
2	L	565	13	Bumper,Rear Step	Refinish				2.3	RF
					1.4 Surface					
					0.6 Two-stage setup					
					0.3 Two-stage					
Manual Entries										
3	SB	M60		Hazardous Waste Removal	Sublet Repair	$3.00*				SM

3 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts	$150.00
Paint Materials	$59.80

Line Item Markup					$37.50	
Parts & Material Total						$247.30
Tax on Parts & Material			@ 8.250%			$20.40

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$38.00	0.4		0.4	$15.20
Mech/Elec (ME)	$65.00				
Frame (FR)	$45.00				
Refinish (RF)	$38.00	2.3		2.3	$87.40
Paint Materials	$26.00				

Labor Total	2.7 Hours		$102.60
Sublet Repairs		$3.00	
Gross Total			**$373.30**
Less: Deductible			Unknown-
Net Total			**$373.30**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00/00 Zip Code: 78573 Geo 78573
Recycled Parts Y/1/1 Zip Code: 78596 INV DATE: 10/29/2013

Audatex Estimating 7.0.123 ES 10/29/2013 02:22 PM REL 7.0.123 DT 10/01/2013
Copyright (C) 2013 Audatex North America, Inc.

0.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE MAY HAVE BEEN PREPARED BASED ON THE USE OF AUTOMOBILE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE KIND AND QUALITY IN TERMS OF FIT, QUALITY AND PERFORMANCE TO REPLACEMENT PARTS AVAILABLE FROM THE ORIGINAL MANUFACTURER.
THIS ESTIMATE IS NOT AN AUTHORIZATION TO REPAIR OR A GUARANTEE OF PAYMENT.

THIS IS NOT AN AUTHORIZATION TO REPAIR. AUTHORIZATION TO REPAIR MUST COME FROM VEHICLE OWNER.

SUPPLEMENTS TO THIS ESTIMATE WILL NOT BE HONORED WITHOUT PRIOR APPROVAL FROM INSURANCE COMPANY. A REINSPECTION MAY BE NECESSARY FOR APPROVAL TO BE GRANTED. ADDITIONAL DAMAGES MY BE FOUND AFTER TEARDOWN. IF FURTHER DAMAGE IS LOCATED BY THE BODY SHOP, SUPPLEMENTAL REINSPECTION MAY BE REQUIRED PRIOR TO COMMITTMENT OF PAYMENT.

BY LAW, YOU MUST KEEP CUSTOMER INFORMATION WE PROVIDE TO YOU CONFIDENTIAL. YOU MAY USE IT ONLY TO PERFORM INSURANCE-RELATED SERVICES/FUNCTIONS FOR US AND/OR OUR CUSTOMER(S). YOU MAY NOT USE, SHARE, SELL OF OTHERWISE DISCLOSE THIS INFORMATION FOR OTHER PURPOSES OR TO ANYONE ELSE WITHOUT PRIOR CONSENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST RETURN THIS INFORMATION TO US AT ONCE.

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT INSURANCE CLAIM FOR THE PAYMENT OF A LOSS MAY BE GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES

AI-41588 **District Courts 8. A.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

206th District Court (1100):
1. Approval to increase interpreter pay allowance to one (1) Assistant Court Coordinator position, (Slot #003), in the amount of $3,000.00, effective next full pay period, 11/18/2013.
2. Approval of revised salary schedule.

BACKGROUND

The money requesting to be approved ($3,000.00) is already within the previously approved 206TH DC for budget years 2013 and 2014 and allocated under "Object Code number 116, Name: "Interpreter Pay" and will not have a budget impact.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-004-001-0-116

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

FUNDS AVAILABLE WITHIN CORRESPONDING OBJECT CODES.

Attachments

JOB DESCRIPTION
FISCAL NOTE
REVISED SALARY SCHEDULE
revised
exh

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/01/2013 02:28 PM
Human Resources	Diana Munoz	11/05/2013 10:06 AM
Budget & Management	Obdett Calzada	11/06/2013 11:30 AM
Obdett Calzada	Obdett Calzada	11/07/2013 04:53 PM
Rosalinda Cantu	Rosie Cantu	11/07/2013 05:12 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Diana Munoz Started On: 11/01/2013 12:19 PM

Final Approval Date: 11/08/2013

HIDALGO COUNTY
DISTRICT COURT

ASSISTANT COURT COORDINATOR

SUMMARY:
Under general direction of District Court Judge and Court Coordinator in performing duties such as answering telephone, preparing and maintaining the department budget, ordering supplies and preparing purchase requisitions, and preparing time sheets for each employee within the department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Primary employee to answer telephone calls and assist individuals and/or redirect call to appropriate department, if necessary;
- Clerical work, (i.e., answering telephone, taking messages, assisting the general public with any questions, scheduling meetings, in-office filing, etc.);
- May assist Court Coordinator in scheduling court hearings;
- May assist Court Coordinator in making daily docket entries (from court hearings) on court files;
- May assist with the use of the respective jury room;
- May answer a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May prepare, maintains and administers the department budget;
- May order necessary equipment and supplies for the department, including preparing purchase requisitions;
- May maintain and prepares time sheets;
- May maintain inventory of equipment and supplies in department;
- May maintain filing within the department;
- Knowledge of automated court system;
- May act as back-up for Bailiff in obtaining files for daily docket;
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:

- High School diploma or GED
- One year administration experience in the legal system
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- None

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time
- operating assigned office equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations.

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-412-00-004-001-0

AI - 41588

206TH DC

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED SALARY	2013 ADJUSTED SALARY	2013 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2013 BUDGETED SALARY APPROVED	2013 ACTUAL SALARY	Other Allowances					2013 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT REPORTER	$81,356.00	$0.00	$81,356.00	0.03	$2,440.68	$0.00	$83,797.00	$83,797.00	$540.00	$0.00	$0.00	$0.00	$0.00	$84,337.00
0002	113	COURT COORDINATOR	$77,004.00	$0.00	$77,004.00	0.03	$2,310.12	$0.00	$79,314.00	$79,314.00	$780.00	$0.00	$0.00	$0.00	$0.00	$80,094.00
		APPROVAL TO INCREASE INTERPRETER PAY										$4,500.00				
0003	113	ASST CRT COOR	$39,957.00	$0.00	$39,957.00	0.03	$1,199.00	$0.00	$41,156.00	$41,156.00	$300.00	~~$1,500.00~~	$0.00	$0.00	$0.00	$4,800.00
0004	113	BAILIFF	$42,576.00	$0.00	$42,576.00	0.03	$1,277.00	$0.00	$43,853.00	$43,853.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$1,500.00
0005	111	DISTRICT JUDGE	$15,000.00	$0.00	$15,000.00	0	$0.00	$3,000.00	$18,000.00	$18,000.00	$0.00	$0.00	$0.00	$10,373.00	$0.00	$10,373.00
			$255,893.00	$0.00	$255,893.00		$7,226.80	$3,000.00	$266,120.00	$266,120.00	$1,620.00	$6,000.00	$0.00	$10,373.00	$0.00	$181,104.00

APPROVAL TO INCREASE INTERPRETER PAY FOR SLOT# 0003, IN THE AMOUNT OF $3,000.00.
ALL PERSONNEL ACTIONS PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV - 1 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 206th District Court (004-001) **DATE:**

CURRENT POSITION TITLE: Asst. Court Coordinator **CURRENT SLOT. #:** 003

REQUESTED POSITION TITLE:
(For new positions or reclassifications) N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Increase Interpreter Allowance

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 1,500.00 (Allowance) Current Budgeted Salary $ 4,500.00 (Allowance) Proposed Budgeted Salary $ 3,000.00 Net Change

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other within object code 116 - funds appropriated during budget process

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

See attached Exhibit A

NEW POSITION: Brief job description and attach a copy of the new job description.

sdfsdfsdf

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

See attached Exhibit B

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10-31-13 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez for HUMAN RESOURCES DIRECTOR	11.01.13 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/08/2013 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

EXHIBIT A

Justification/Priority: (Explain why this position or adjustment request is essential)

On July 10, 2013, our bailiff resigned and his last day of employment with our court was on July 16, 2013. One of the bailiff's responsibilities was to be the main interpreter in the courtroom for our civil and criminal docket and Asst. Court Coordinator, Employee 112062 would only fill in to assist when our bailiff was unavailable. Since our bailiff's last day of employment, Asst. Court Coordinator Employee 112062 has become the main interpreter for interpreting for both the civil and criminal docket in our courtroom . On October 14, 2013, we hired a new bailiff, however Emp. 112062 will continue to be the main interpreter and oversee the new bailiff's interpretation in criminal cases.

Disclosure: Employee Name
Replaced with Employee Number

EXHIBIT B

COMMENTS:

The money ($3,000.00) requesting to be approved for the interpreter pay increase is already part of the previously approved 206th District Court for budget years **2013** and **2014**. It has always been allocated and adopted as part of the 206th District Court Budget under "Object Code Number 116, Name: Interpreter Pay" throughout every budget process and has never been moved into the 206th District Court's operating expenses as per Judge Rose G. Reyna's request. This increase is not an increase to any salary position. The interpreter increase requested to be given to Asst. Court Coordinator, Employee # 112062, will not have a budget impact. If this request is not granted, at the end of this year the remaining monies of $3,000.00 under Object Code 116 will continue to remain under Object Code 116.

There is a total amount of $6,000.00 under Object Code 116. Asst. Court Coordinator, Employee # 112062 is receiving $1,500.00 and our new bailiff, Emp. 187233, is receiving $1,500.00. The total amount of interpreter pay increase being requested for Asst. Court Coordinator, Emp. 112062 is $3,000.00 which is the amount that remains in Object Code 116. If approved, Emp. 112062 total interpreter allowance would be $4,500.00. Emp. 112062 is now the main interpreter in the courtroom and Judge Reyna is requesting that Emp. 112062 be compensated accordingly.

Disclosure: Employee Name
Replaced with Employee Number

AI-41627 **District Courts 8. B.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted For: Isidro Sepulveda Jr **Submitted By:** David Sinder, INDIGENT DEFENSE

Department: INDIGENT DEFENSE

Information

CAPTION

Indigent Defense:
Requesting Commisioners' Court Approval to submit Fiscal Year 2014 Hidalgo County Indigent Defense Formula Grant Application.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** N/A

FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Approval to submitt formula grant application (including resolution to apply for grant).
NO CASH MATCH IS REQUIRED.

Attachments

fy2014

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/06/2013 02:52 PM
Manuel Chapa	Manuel Chapa	11/08/2013 08:52 AM
Rosalinda Cantu	Rosie Cantu	11/08/2013 09:59 AM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: David Sinder Started On: 11/04/2013 03:07 PM

Final Approval Date: 11/08/2013

FY2014 Hidalgo County Formula Grant Program Application

Please see RFA for full details of the grant.

Steps in Application Process

- Review your eligibility status in the box below. Each year the Commission adopts specific Indigent Defense Plan elements as eligibility requirements for the formula grant funds. These elements encourage each county's compliance with statutory requirements or policy and standards adopted by the Commission. **Regardless of the County's eligibility status, complete the on-line Formula Grant application. Contact the Texas Indigent Defense Commission for instructions to meet grant eligibility requirements.**

Indigent Defense Plan Review Summary

District Plan	County Plan	Juvenile Board Plan
Approved	Approved	Approved

The plans have been submitted and approved by the appropriate court officials. Review by the commission is pending.

- Verify the county information below and update if necessary.
- Submit a Resolution approved by Hidalgo County's Commissioner Court and signed by the authorized official. A link will be available on the confirmation page to print out the Resolution. When a grant application is submitted via the Internet, the Commission will not consider it complete until the applicant provides a Resolution that is signed by the applicant's authorized official and that meets all deadlines for applications. The County Commissioners' Court must adopt the resolution provided through the application process that authorizes the grant request and takes responsibility for the appropriate expenditure of the funds. This form also certifies that the information submitted via the Internet is true and correct and that, if a grant is awarded, the county will abide by all relevant rules, policies, and procedures. **Please scan and upload the resolution adopted by commissioners' court on or before November 15, 2013 by using the link on the application page of this website.** Alternatively, you may email the resolution to Megan McIntire at mmcintire@ppri.tamu.edu or fax it to Megan at (979) 845-0249.
- Meet grant award conditions such as Indigent Defense Plans and Expenditure Reports required throughout the year.

This form is completed using the information currently available to the Commission. Please review and make any corrections necessary.

County	**Hidalgo**
Fiscal Year	**2014**
Projected Allocation	To Be Determined
County's FY01 Baseline.	**$2,076,345.00**
State Payee Identification number	74-6000717
Division or unit within the county to administer the grant	Court Administration

Official County Mailing Address

Address (line 1)	100 N. Closner
Address (line 2 if needed)	
City	Edinburg
State	TX
ZIP	78539
Agency designated by the Governor's Office under the Single Audit Act, if applicable	

Officials Designated at the County Level

The County Judge and Financial Officer positions must be designated according to rule. The County Judge is the elected Constitutional County Judge for the county. The Financial Officer must be the County Auditor, or in the case of counties which do not have a county auditor, the County Treasurer. The Local Administrative District Judge, Local Administrative Statutory County Court Judge, and the Chairman of the Juvenile Board are also listed. If the county does not have any statutory county courts, the Constitutional County Judge should be listed in the Local Administrative Statutory Court Court Judge position as the representative of the county courts.
If the information for these five positions is out-of-date, click on Cancel, update these positions from the county home page, and then re-enter this application.

The County Judge is **Ramon Garcia.**

The Financial Officer is the County Auditor, **Raymundo Eufracio.**

The Local Administrative District Judge is **Bobby Flores.**

The Local Administrative Statutory County Court Judge is **Fred Garza.**

The Chairman of the Juvenile Board is **Mario E. Ramirez, Jr..**

Grant Officials

The Authorized Official must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official. The financial officer may not serve as the authorized official. *Texas Government Code §173.301(a)*

Authorized Official

Aida Salinas Flores
100 N. Closner 2nd Floor
Edinburg, TX 78539

phone: 956-318-2470
Fax: 956-318-2475
email: aida398@aol.com

Change

Resolution: Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Please note that this link will be available on the confirmation page and will contain the updated information from the submission. It is recommended that you use that version, but this is available for preview. Word Version

Upload signed 2014 Hidalgo **Resolution** to server (PDF format only)

Administrative Users Only

Date Received

Date that Application is certified complete. Application is complete and Resolution has been received. (Leave blank if incomplete.)

Date that Formula Grant Award Letter is faxed

Date that signed Formula Grant Award Acceptance Letter is received.

Date that Resolution and SGA Signatures are Confirmed to match (Leave blank if incomplete.)

Grant Number

Grant Award Amount

Initial Previous Year Award Balance (This would generally be equal to the initial refund amount for the 2013 grant.)

Current Previous Year Award Balance (This should reflect the current balance as last year's refunds are collected.)

First Quarter Payment

Second Quarter Payment

Third Quarter Payment

Fourth Quarter Payment (announcement sent)

Direct Disbursement

Refund (This should be the refund amount of 2014 grant funds.)

Mid-Year Expenditure Report Required ☐

Formula Grant Award Declined ☐

Notes:

Save Submit Reset Cancel

2014 Hidalgo County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hidalgo County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hidalgo County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that Aida Salinas Flores is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2013.

_____

Ramon Garcia
County Judge

Attest:

_____

County Clerk

AI-41468 **Sheriff's Office 9. A.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office-FBI (1284):
1. Approval to accept overtime funding agreement from the Federal Bureau of Investigation (FBI) in the total amount of $17,202.25.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditors for the FY2014 FBI Overtime agreement.
4. Approval of appropriation of funds in the amount of $17,202.25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 3-1284-421-00-280-056-4-131

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $17,202.25 for FBI Grant Funding is for period ending 9/30/14.

Revenue account# 3-1284-331-12-280-056-4-000 FBI

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account Number: 3-1100-421-00-280-001-0-XXX)

Attachments

FBI OT FY2014

BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/25/2013 04:03 PM
Budget & Management	Obdett Calzada	11/06/2013 02:10 PM
Manuel Chapa	Manuel Chapa	11/08/2013 09:15 AM
Rosalinda Cantu	Rosie Cantu	11/08/2013 10:37 AM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 10/25/2013 01:22 PM

Final Approval Date: 11/08/2013

NOTICE OF LIMITS

FOR

FY 2014 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA **and** an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For **Fiscal Year 2014**, the maximum limits for reimbursements under these CRAs are **$1,433.52** per month and **$17,202.25** per year for each officer assigned **full-time** to the task force. These limits are effective for overtime worked on or after October 1, 2013.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.

P R. C

Paul R. Courtney
Head of Contracting Activity
Federal Bureau of Investigation

7.3.13

Date

DATE: October 25, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: FBI- Overtime

ACCOUNT NUMBER: 3-1284-421-00-280-056-4-131

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1284-421-00-280-056-4-131	Overtime Pay	17,202.25

	TOTAL APPROPRIATIONS	**17,202.25**
3-1284-331-12-280-056-4-000	**Federal Bureau of Investigation/FBI Safe Streets Task Force/ Violent Crime Unit**	**17,202.25**
	TOTAL REVENUES	**17,202.25**

REASON: **To appropriate budget for the FY2014 overtime funding provided by the Federal Bureau of Investigation (FBI) for one (1) officers @ $17,202.25**

Funding Period is October 1, 2013 to September 30, 2014

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #3-1100-421-00-280-001-0-XXX).

Grant Period: **10/1/13 - 9/30/14**

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-41746 **Sheriff's Office 9. B.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval and authorization to set up a collection site at the Hidalgo County Sheriff's Office East Side Substation.
2. Approval and authorization for a change fund of Fifty Dollars ($50), pursuant to Local Government Code 130.902.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

After approval of change fund by CC, an account number will be created for new collection site.

Attachments

Co. Auditor. Approval

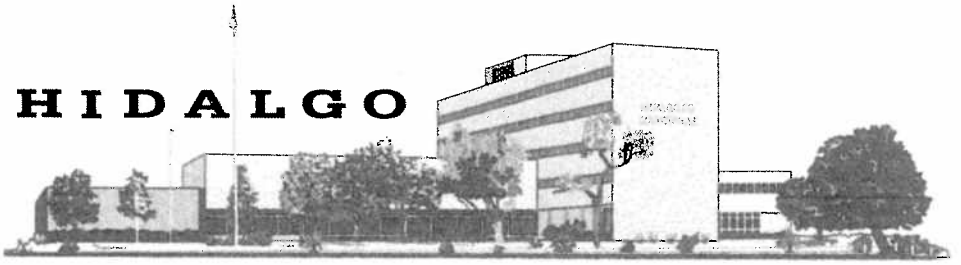
Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	11/08/2013 01:17 PM
Budget & Management	Debbie Tamez	11/08/2013 04:54 PM
Manuel Chapa	Manuel Chapa	11/08/2013 04:59 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Emilia Uriegas Started On: 11/08/2013 12:01 PM

Final Approval Date: 11/08/2013

COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

November 5, 2013

The Honorable Sheriff Guadalupe Trevino
Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, Texas 78540

Re: East Side Substation Collection Point and Change Fund

Dear Sheriff Trevino:

We have reviewed your written notice of the establishment of the Sheriff's East Side Substation collection point and have approved the change fund request of $50.00.

According to Local Government Code Section 130.902, "The Commissioners Court of a county may set aside from the general fund of the county an amount approved by the County Auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are made by the official. On the recommendation of the county auditor, the Commissioners Court may increase or decrease the change fund at any time."

Please submit this letter to Commissioners Court requesting approval of the East Side Substation collection point and of the $50.00 change fund. Once Commissioners Court approval is obtained, please request a check from the Hidalgo County Auditor's - Accounts Payable Section to be made payable to "Guadalupe Trevino, Hidalgo County Sheriff."

You will be responsible for this change fund. The change fund should be accounted for on a daily basis and safeguarded under lock and key. Please be reminded that these change funds are not to serve as petty cash or comingled with personal funds.

If you have any questions, do not hesitate to call Yvonne Torres, Revenue Audit Supervisor, at 318-2511 ext. 4642, or Arcy B. Duran, CPA, Director of Audit, at ext. 4645.

Respectfully,

Ray Eufracio, CPA
Hidalgo County Auditor

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES	ISRAEL RAMON, JR.	JESSE CONTRERAS
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.	JUDGE, 430TH D.C.	JUDGE, 449TH D.C.

AI-41695 **Tax Office 10. A.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted For: Pablo (Paul) Villarreal Jr. **Submitted By:** Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Approval of 2013 Tax Roll Totals, as per Sec. 26.09(e), of the Texas Property Tax Code.

BACKGROUND

Attachments

Approval of Tax Roll Totals 2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/06/2013 03:52 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

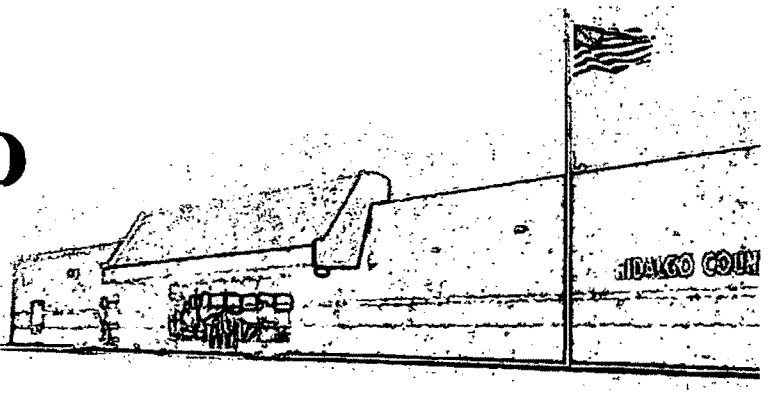
Form Started By: Mary Garcia Started On: 11/06/2013 03:31 PM

Final Approval Date: 11/08/2013

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

October 24, 2013

Honorable Ramon Garcia
Hidalgo County Judge
302 W. University Dr.
Edinburg, TX. 78539

Dear Mr. Garcia,

Enclosed please find the 2013 Tax Roll Totals for your district.

Be advised these totals do not include totals for accounts currently under protest. Those totals will be added once the protests are resolved.

Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,

Pablo (Paul) Villarreal Jr., RTA
Hidalgo County Tax Assr/Coll

Xc: Hon. Ray Eufracio,
Hidalgo County Auditor

STATE OF TEXAS
THE COUNTY OF HIDALGO

JURISDICTION: 0001 HIDALGO COUNTY

TOTAL PARCELS:	333,505	TAX RATE:00.590000	
MARKET VALUE:	36,589,740,667	STATE HOM: 0	OPT HOM: 0.00000
EXEMPT PARCELS:	224	STATE O65: 0	OPT O65: 15,000
EXEMPT VALUE:	60,069,496	DISABLED: 0	
AG PROPERTIES:	20,504	AG EXCLUSION:	3,329,216,087
HS CAPPED CNT:	7,320	HS CAPPED AMT:	66,856,970
ABATED PARCELS:	2	ABATED AMOUNT:	1,995,685
FREEPORT CNT:	167	FREEPORT VALUE:	427,492,406
HB366 CNT:	124	HB366 VALUE:	43,871
POLLUTION CNT:	27	POLLUTION VALUE:	46,649,318
HISTORICAL CNT:	1	HISTORICL VALUE:	87,331
CHDO XMP CNT:	9	CHDO EXEMPTION:	9,632,666
SRH XMP CNT:	19	SRH EXEMPTION:	0
PRORATED CNT:	49	PRORATED VALUE:	1,364,537
FTZ CBD TRM CHA:	14	FTZ CBD TRM CHA VAL:	2,440,429
VET FULL XMP CNT:	1,065	VET FULL EXEMPTION:	96,951,068
PRORATED EXEMP EXXD COUNT	42	AMOUNT FOR EXXD	1,376,269
PRORATED EXEMP EXXG COUNT	2	AMOUNT FOR EXXG	38,772
PRORATED EXEMP EXXI COUNT	2	AMOUNT FOR EXXI	718,925
PRORATED EXEMP EXXJ COUNT	25	AMOUNT FOR EXXJ	26,351,307
PRORATED EXEMP EXXR COUNT	80	AMOUNT FOR EXXR	12,571,885
PRORATED EXEMP EXXU COUNT	32	AMOUNT FOR EXXU	31,361,456
PRORATED EXEMP EXXV COUNT	8,546	AMOUNT FOR EXXV	4,020,552,534
GROSS TAXABLE:	32,546,940,803		
STATE HOMESTEAD	119,710	HOMESTEAD AMT:	0
LOCAL HOMESTEAD	119,710	HOMESTEAD AMT:	0
OVER65	33,635	OVER 65 AMT:	0
LOCAL OVER65	33,635	OVER 65 AMT:	487,526,285
SURVIVING SPOUSE:	1,865	AMOUNT:	27,536,049
# OF DISABLED:	7,331	DISABLED AMT:	0
TOTAL VET	2,745	VETERAN AMT:	27,539,134
* VET SURVIVING SP	200	VETERAN AMT:	2,083,796
* INCLUDED IN THE TOTAL VET FIELD			
TOTAL PART XMP:	542,601,468		
TAXABLE VALUE:	27,911,368,187		
FROZEN ACCTS:	41,993		
LEVY LOSS:	1,690,774.48		
TOTAL LEVY:	163,168,241.08		
LATEAG CNT:	1	LATEAG AMT:	11.77
LATE RENDPEN CNT:	8,461	LATE RENDPEN AMT:	181,776.77
FROZEN HOMESITE:	2,709,723,072		
FROZEN TAXABLE:	2,129,213,009		
UNFROZEN LEVY:	12,562,358.31		
FROZEN LEVY:	10,871,583.83		
TIF CAPTURED:	0		
TOTAL NON-EXMT PARCELS:	333,281		

HIDALGO COUNTY TAX RATE: .590000
TOTALS FOR JURISDICTION 0001

NUMBER OF ACCOUNTS	333,505	
LAND VALUE	14,048,759,615	
IMPROVEMENT VALUE	19,434,458,768	
TOTAL REAL PROPERTY	33,483,218,383	
TOTAL PERSONAL PROPERTY	3,106,522,284	
TOTAL APPRAISED VALUE	36,589,740,667	
LESS AG EXCLUSION	3,329,216,087	20,504
EXEMPTIONS:		
CAP	66,856,970	7,320
HOMESTEAD	0	119,710
OVER 65 AGE	487,526,285	33,635
DRH	0	7,331
DAV	27,539,134	2,745
ABATEMNT	1,995,685	2
FREEPORT	427,492,406	167
HB 366	43,871	124
S SPOUSE	27,536,049	1,865
POLUTION	46,649,318	27
HISTORIC	87,331	1
PRO	1,364,537	49
VTX	96,951,068	1,065
MSC	2,440,429	14
CHO	9,632,666	9
SRH	0	19
TOTAL EXEMPT	60,069,496	224
TAXABLE VALUE	27,911,368,187	
ACTUAL LEVY	163,168,241.08	
LEVY LOSS DUE TO FROZEN	5,167.31	

ENTITY	HIDALGO COUNTY			2013
JURISDICTION		1		
EXEMPT VALUE (EXXV)	4,020,552,534	TOTAL PARCELS		333,505
AG EXCLUSION	3,329,216,087	TOTAL MARKET VALUE		36,589,740,667
HS CAPPED AMOUNT	66,856,970	TOTAL EXEMPT PROPERTY	-	8,678,372,480
ABATED AMOUNT	1,995,685	TAXABLE VALUE	=	27,911,368,187
FREEPORT VALUE	427,492,406	TAX RATE PER $100	*	0.5900
HB366 VALUE	43,871	LEVY (Before Frozen Levy Loss)	=	164,677,072.30
POLLUTION VALUE	46,649,318	LEVY LOSS DUE TO FREEZE	-	1,690,774.48
HISTORICAL VALUE	87,331	LATE AG	+	11.77
CHDO EXEMPTION	9,632,666	LATE RENDITION	+	181,776.77
PRORATED VALUE	1,364,537	LEVY	=	163,168,086.36
FTZ CBD TRM CHA VAL	2,440,429	TOTAL LEVY (From TC501)	=	163,168,241.08
VETERAN FULL EXEMP	96,951,068	VARIANCE	+/-	-154.72
OVER 65 HOMESTEAD EXEMPTION	487,526,285			
OVER 65 HOMESTEAD SURVIVING SPOUCE	27,536,049			
VETERAN EXEMPTIONS	27,539,134			
EXXU	31,361,456			
EXXI	718,925			
EXXR	12,571,885			
EXXJ	26,351,307			
EXEMPT	60,069,496			
EXXD	1,376,269			
EXXG	38,772			
CHARITABLE ORG	0			
TOTAL EXEMPT PROPERTY	**8,678,372,480**			

STATE OF TEXAS
COUNTY OF HIDALGO

I, Pablo (Paul) Villarreal, Jr., RTA, Assessor-Collector of Hidalgo County for HIDALGO COUNTY, in compliance with Section 26.09(e) Property Tax Code do solemnly swear that the Tax Roll from which this information is derived, contain a correct and full list of the Real and Personal Property subject to taxation, so far as I have been able to ascertain the same, and that said property has been assessed for taxes for the year 2013. Said list and property values were certified and submitted to me by Rolando Garza, Chief Appraiser for the Hidalgo County Appraisal District.

Pablo (Paul) Villarreal, Jr., RTA
Tax Assessor-Collector,
Hidalgo County, Texas

HIDALGO COUNTY ASSESSOR & COLL. OF TEXAS

SUBSCRIBED AND SWORN TO ME THIS THE 5th DAY OF November, 2013.

NOTARY PUBLIC,
HIDALGO COUNTY TEXAS

JOSE E JARAMILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-10-2016

COUNTY OF HIDALGO

PASSED, APPROVED AND MADE EFFECTIVE BY THE HIDALGO COUNTY COMMISSIONER'S COURT, THIS THE ____ DAY OF _____, A.D., 2013.

HIDALGO COUNTY JUDGE RAMON GARCIA _____

PCT. #1 COMMISSIONER A.C. CUELLAR _____

PCT. #2 COMMISSIONER HECTOR (TITO) PALACIOS _____

PCT #3 COMMISSIONER JOE FLORES _____

PCT. #4 COMMISSIONER JOSEPH PALACIOS _____

_____
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS

§ 26.09. Calculation of Tax

(a) On receipt of notice of the tax rate for the current tax year, the assessor for a taxing unit other than a county shall calculate the tax imposed on each property included on the appraisal roll for the unit.

(b) The county assessor-collector shall add the properties and their values certified to him as provided by Chapter 24 of this code to the appraisal roll for county tax purposes. The county assessor-collector shall use the appraisal roll certified to him as provided by Section 26.01 with the added properties and values to calculate county taxes.

(c) The tax is calculated by:

(1) subtracting from the appraised value of a property as shown on the appraisal roll for the unit the amount of any partial exemption allowed the property owner that applies to appraised value to determine net appraised value;

(2) multiplying the net appraised value by the assessment ratio to determine assessed value;

(3) subtracting from the assessed value the amount of any partial exemption allowed the property owner to determine taxable value; and

(4) multiplying the taxable value by the tax rate.

(d) If a property is subject to taxation for a prior year in which it escaped taxation, the assessor shall calculate the tax for each year separately. In calculating the tax, the assessor shall use the assessment ratio and tax rate in effect in the unit for the year for which back taxes are being imposed. Except as provided by 271 Subsection (d–1), the amount of back taxes due incurs interest calculated at the rate provided by Section 33.01(c) from the date the tax would have become delinquent had the tax been imposed in the proper tax year.

(d–1) For purposes of this subsection, an appraisal district has constructive notice of the presence of an improvement if a building permit for the improvement has been issued by an appropriate governmental entity. Back taxes assessed under Subsection (d) on an improvement to real property do not incur interest if:

(1) the land on which the improvement is located did not escape taxation in the year in which the improvement escaped taxation;

(2) the appraisal district had actual or constructive notice of the presence of the improvement in the year in which the improvement escaped taxation; and

(3) the property owner pays all back taxes due on the improvement not later than the 120th day after the date the tax bill for the back taxes on the improvement is sent.

(d–2) For purposes of Subsection (d–1)(3), if an appeal under Chapter 41A or 42 relating to the taxes imposed on the omitted improvement is pending on the date prescribed by that subdivision, the property owner is considered to have paid the back taxes due by that date if the property owner pays the amount of taxes required by Section 41A.10 or 42.08, as applicable.

(e) The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.

AI-41449 **Health & Human Services Dept. 11. A.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted For: Jaclyn, Public Affairs **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Proclamation Declaring November 14, 2013 as "Hidalgo County Diabetes Day"

BACKGROUND

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/25/2013 11:03 AM
Auditor's Office	Obdett Calzada	10/31/2013 09:18 AM
Obdett Calzada	Obdett Calzada	10/31/2013 12:47 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Monica Badillo Started On: 10/24/2013 11:31 PM

Final Approval Date: 11/08/2013

PROCLAMATION DELCARING NOVERMBER 14, 2013 AS
"HIDALGO COUNTY DIABETES DAY"

WHEREAS, November is "National Diabetes Awareness Month" and November 14th of every year is World Diabetes Day; and

WHEREAS, Hidalgo County's diabetes rates are double the statewide average of hospital admissions for long-term diabetes complications and the diabetes prevalence rate in Hidalgo County is 1 in every 3 people; and

WHEREAS, the financial and physical burdens of living with diabetes and its related complications are extremely overwhelming to the diabetic and their families; and

WHEREAS, diabetes is the fifth-leading cause of death by disease in the United States and having diabetes increases a person's risk of nerve damage, amputation, heart disease, stroke, blindness and kidney failure if uncontrolled; and

WHEREAS, Type 2 Diabetes, with proper nutrition, exercise and lifestyle choices, is a preventable disease; and

WHEREAS, recent studies indicate early detection and diagnosis can decrease the chance of developing complications and allows for more successful treatment outcome for combating this disease in Hidalgo County; and

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby proclaim November 14th, 2013 as "Hidalgo County Diabetes Day," and encourages all residents and employees to incorporate diabetes awareness, prevention and detection practices into daily family activities.

Approved this 12th day of November, 2013.

_____
RAMON GARCIA
County Judge

_____
A.C. CUELLAR, JR.
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

_____
Attest: ARTURO GUAJARDO, JR.
Hidalgo County Clerk

AI-41444 **Health & Human Services Dept. 11. B.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Discussion and approval of Non-Disclosure Agreement between Network Sciences, Inc, Medimpact Healthcare Systems, Inc & Hidalgo County.

BACKGROUND

Non-disclosure agreement due to the exchange of health information of Hidalgo County Indigent Health Care Program clients from Medimpact (Pharmacy Benefits Manager) and Network Sciences, Inc (CIHCP software).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact.

Attachments

nda

legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/25/2013 11:05 AM
Glinda Pacheco	Glinda Pacheco	11/07/2013 02:14 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Dairen Sarmiento Started On: 10/24/2013 03:04 PM

Final Approval Date: 11/08/2013

NON-DISCLOSURE AGREEMENT

Between

NETWORK SCIENCES, INC.

&

MEDIMPACT HEALTHCARE SYSTEMS, INC.

&

HIDALGO COUNTY

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is effective on the date of final signature by and between MedImpact Healthcare Systems, Inc. ("MedImpact") located at 10680 Treena Street, San Diego, CA 92131, Network Sciences, Inc ("NSI") located at 11044 Research Blvd., Suite B-210, Austin, TX. 78759 and Hidalgo County located at _____ ("County").

WHEREAS, NSI acts as a software and services provider to assist County in providing health care administrative services, and

WHEREAS County has requested additional information ("Payment Information") be sent to NSI via electronic connectivity from MedImpact; and

WHEREAS, MedImpact has an existing contractual agreement with County which addresses the protection and handling of "health information" disclosed between the two parties; and, NSI has an existing contractual agreement in place with County which addresses the protection and handling of "health information" disclosed between the two parties; and

WHEREAS, completing and maintaining such electronic connectivity between MedImpact and NSI could also involve the potential disclosure of intellectual property and/or confidential and proprietary information ("Business Information") belonging to either MedImpact or NSI.

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth below, the parties agree as follows:

1. NSI hereby agrees to keep Business Information and Payment Information received from MedImpact and subsequent written and oral communication regarding such Business Information confidential limited to NSI employees, agents, and contractors with a need to know.
2. MedImpact hereby agrees to keep Business Information received from NSI and subsequent written and oral communication regarding such Business Information confidential limited to MedImpact employees, agents, and contractors with a need to know.
3. In addition to the foregoing, NSI hereby agrees and acknowledges that any health information as defined by 45 C.F.R. 160.103 under the United States Department of Health and Human Services that is received as a result of electronic connection to MedImpact shall be treated as and is subject to the privacy and confidentiality language existing in the current agreement between NSI and County.
4. In addition to the foregoing, NSI will ensure that information provided to MedImpact on the connectivity worksheet is correct and accurate and that NSI shall abide by the rules and obligations related to the terms of MedImpact's connectivity program. Any changes to be made by NSI (e.g., IP address change), shall require that NSI execute a new connectivity worksheet.
5. It shall be the responsibility of County to notify MedImpact that NSI's services to County have ended and MedImpact shall immediately terminate NSI's access upon receipt of such notice. It shall be the responsibility of County to notify NSI that MedImpact's services to County have ended and NSI shall immediately terminate MedImpact's access upon receipt of such notice.

6. Business Information or Payment Information shall not include that which:
   a) was known to NSI or MedImpact before disclosure hereunder; or
   b) is or becomes publicly known or generally available to the public through no wrongful act of NSI; or
   c) is disclosed to NSI by County without breach of any obligations of confidentiality; or
   d) is disclosed pursuant to court order, duly authorized subpoena, or governmental authority.
   e) is generally known in the industry prior to the date of this Agreement or that shall become common knowledge within the industry thereafter.
7. This Agreement is made under and shall be construed according to the laws of the State of Texas.
8. No modifications of this Agreement shall be effective unless made in writing and duly executed by or on behalf of each party.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

MedImpact Healthcare Systems, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Hidalgo County

By: _____

Name: _____

Title: _____

Date: _____

Network Sciences, Inc.

By: John B. Wise

Name: John B. Wise

Title: President

Date: 10/21/2013

From: "Steve Crain" <scrain@atlashall.com>
To: "'Dairen Sarmiento'" <dairen.sarmiento@hchd.org>
Subject: RE: RE: NDA - Hidalgo County/NS/MedImpact
Date: 10/23/2013 9:29:37 AM

The agreement is fine.

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Wednesday, October 23, 2013 8:53 AM
To: Crain, Steve
Subject: Fwd: RE: NDA - Hidalgo County/NS/MedImpact

Good morning Steve.

Can you review this agreeement? We use Network sciences for our indigent health care software. Should you have any questions please contact me. Have a good day.

Kind Regards,
Ms. Dairen Sarmiento
Human Services Director
956-318-2011 ext 7365
956-318-2019 fax
1304 South 25th Avenue
Edinburg, Texas 78542

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---- Original Message ----
From: "Perez Jr,Manuel" <perez.manuel@heb.com>
Sent: 10/22/2013 2:19:10 PM
To: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>
Subject: RE: NDA - Hidalgo County/NS/MedImpact

Here you go....
-Manuel

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Tuesday, October 22, 2013 1:56 PM
To: Perez Jr,Manuel
Subject: Re: NDA - Hidalgo County/NS/MedImpact

Can you send as a PDF file? I can not open the attachment.

Kind Regards,
Ms. Dairen Sarmiento
Human Services Director
956-318-2011 ext 7365
956-318-2019 fax
1304 South 25th Avenue

Edinburg, Texas 78542

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---- Original Message ----
From: "Perez Jr,Manuel" <perez.manuel@heb.com>
Sent: 10/22/2013 1:47:36 PM
To: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>
Subject: NDA - Hidalgo County/NS/MedImpact

Hi Dairen,

Attached is the NDA between Hidalgo County, Network Sciences, and MedImpact. Please sign and send back to me. I will send you a copy for your records once all signatures are captured.

Finally…….. ☺

Thanks,

Manuel Perez
Account Manager



646 S. Main Ave.
San Antonio, TX 78204-1210
(210) 938-8735 Office
(210) 938-7693 Fax
(210) 392-1650 Mobile
perez.manuel@heb.com

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AI-41701 **Emergency Management 12. A.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted For: Oscar Montoya **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Discussion, consideration and approval to execute an Interlocal Cooperation Agreement between Hidalgo County and City of McAllen for the purpose of purchasing communications equipment through the Assistance to Firefighters Grant for the continued development of the regional radio system.

2. Discussion, consideration and approval to submit the 20% cash match requirement to the City of McAllen in the amount of $227,074.80 as stated in Exhibit A of the Interlocal with the City of McAllen for purpose of purchasing communications equipment through the Assistance to Firefighters Grant.

3. Discussion, consideration and approval to execute an Amendment to the present Lease -Purchase Agreement between Hidalgo County and Motorola Solutions, Inc. for the purpose of amending the terms of the contract to make a one time payment of $1,135,374.00 from funds provided by the Assistance to Firefighters Grant facilitated by the City of McAllen on behalf of the Hidalgo County Fire Marshal's Office.

BACKGROUND

7/3/2012 – Letter of Commitment to the City of McAllen

10/23/2012 - AI-27859- Equipment Lease-Purchase Agreement with Motorola Solutions Inc.

The City of McAllen applied for the Assistance to Firefighters Grant (AFG) in 2012. The AFG Program provides financial assistance to fire departments to enhance their ability to protect the public and fire service personnel from fire and related hazards. As part of the grant, the City of McAllen applied for a Motorola M2/M2 Core on behalf of the Hidalgo County Fire Marshal's Office.

In late October of 2012, Hidalgo County entered into the Motorola purchase/lease of radios and the M2/M3 Core. Hidalgo County was notified by the City of McAllen in May 2013 that the AFG was approved. The approval of the grant would allow for Hidalgo County to pay off the M2/M3 Core with a onetime payment of $1,135,374.00 with AFG funds with a 20% local match of $227,074.80. By amending the Motorola Contract, it would allow for the purchase of the M2/M3 Core equipment and release of the equipment from Motorola

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-083-0-532

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

20% match in the amount of $227,074.80.

Attachments

amendment
agreement
approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/07/2013 09:53 AM
Auditor's Office	Merlen P. Munoz	11/08/2013 10:07 AM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: SANDRA DELEON Started On: 11/06/2013 03:57 PM

Final Approval Date: 11/08/2013

AMENDMENT TO LEASE

This Amendment to Lease ("**Amendment**") is made and entered into as of December ___, 2013, by and between Banc of America Public Capital Corp., a Delaware corporation with its principal executive offices located at 135 South LaSalle Street, Chicago Illinois 60603 ("**Assignee**") and COUNTY OF HIDALGO, located at 2818 S Business Highway 281, Edinburg, TX 78539 ("**Lessee**").

RECITALS

Assignee and Lessee are parties to that certain Equipment Lease-Purchase Agreement #23355 dated October 24, 2012 (the "**Lease**"). Pursuant to the terms and conditions of the Lease, Lessee has leased Equipment from Assignee (as defined in the Lease).

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Lessee hereby agree as follows:

1. Modification of Purchase Option. Section 18 of the Lease is hereby amended to permit Lessee to partially prepay the Lease on or before December 31, 2013, by paying to Assignee, the amount of $1,135,374.00, provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists. Any such payment received will be first applied to accrued interest with the balance being applied to outstanding principal. The outstanding Lease amount will then be reset at the implicit rate in the deal and the remaining Lease Payments will be adjusted accordingly as shown in the Amendment No. 1 (the "Amendment"). Upon receipt of $1,135,374.00, Assignee will transfer any and all of its right, title and interest in the M2 CORE (Border Pilot) And M3, as more completely described in Exhibit A, upgrade component of Equipment to Lessee, "AS IS", without warranty, express or implied, unless available solely through Motorola Solutions, Inc., except that the Equipment is free and clear of any liens created by Assignee Payments due upon exercise by Lessee of its option to purchase the Equipment upon any of the foregoing dates shall be in such amounts as set forth opposite the applicable date in Schedule 1 attached hereto and made a part hereof. Notwithstanding the foregoing, Assignee retains its security interest in the remaining Equipment as described on Schedule A to the Lease.

2. Reaffirmation. Except as otherwise provided in this Amendment, all other terms and conditions of the Lease shall remain the same and the Lease shall remain in full force and effect.

3. Capitalized Terms. All capitalized terms used herein and not otherwise defined shall the meanings as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the date first written above.

ASSIGNEE:	LESSEE:
Banc of America Public Capital Corp	COUNTY OF HIDALGO
By:_____	By:_____
Title: _____	Its:_____

Amendment No.1 (the "Amendment") to Schedule B Equipment Lease-Purchase Agreement No. 23355 dated October 24, 2012 ("Schedule") to Equipment Lease-Purchase Agreement No. 23355 dated October 24, 2012 ("Agreement") by and between Banc of America Public Capital Corp. ("Assignee") and County of Hidalgo ("Lessee")

This Amendment is entered into as of December ___, 2013 by and between Banc of America Public Capital Corp. as Assignee and County of Hidalgo Lessee for the purpose of amending the above-referenced Schedule. Assignee and Lessee hereby agree to amend the Schedule as follows:

(remainder of page intentionally left blank)

Schedule B (the amortization schedule) is herby amended (due to a partial prepayment of principal) to read as follows:

Hidalgo County (Schedule B)

Compound Period	Annual
Nominal Annual Rate	2.374 %
Effective Annual Rate	2.374 %

	Event	Start Date	Amount	Number	Period	End Date
1	Loan	11/1/2012	$7,991,778.66	1		
2	Payment	12/31/2013	$1,135,374.00	1		
3	Payment	1/15/2014	$785,607.06	10	Annual	1/15/2023

AMORTIZATION SCHEDULE - Normal Amortization

Loan 11/1/2012 $7,991,778.66

Payment #	Due Date	Payment	Interest	Principal	Balance
1	12/31/2013	$1,135,374.00	$221,652.86	$913,721.14	$7,078,057.52
2	1/15/2014	$785,607.06	$6,905.47	$778,701.59	$6,299,355.93
3	1/15/2015	$785,607.06	$149,546.71	$636,060.35	$5,663,295.58
4	1/15/2016	$785,607.06	$134,446.64	$651,160.42	$5,012,135.16
5	1/15/2017	$785,607.06	$118,988.09	$666,618.97	$4,345,516.19
6	1/15/2018	$785,607.06	$103,162.55	$682,444.51	$3,663,071.68
7	1/15/2019	$785,607.06	$86,961.32	$698,645.74	$2,964,425.94
8	1/15/2020	$785,607.06	$70,375.47	$715,231.59	$2,249,194.35
9	1/15/2021	$785,607.06	$53,395.87	$732,211.19	$1,516,983.16
10	1/15/2022	$785,607.06	$36,013.18	$749,593.88	$767,389.28
11	1/15/2023	$785,607.06	$18,217.78	$767,389.28	$0.00
Grand Totals		$8,991,444.60	$999,665.94	$7,991,778.66	

Last interest amount decreased by 0.04 due to rounding.

All other terms and conditions of the Schedule remain unchanged and in full force and effect. IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first written above.

Assignee:
Banc of America Public Capital Corp.

By:_____

Name:_____
Title:_____

Lessee:
County of Hidalgo

By:_____

Name:_____
Title:_____

Exhibit A

		M2 / M3 CORE
1	SQM01SUM0199	MASTER SITE CONFIGURATION
1	CA01428AD	ADD: 7.11 ZC/NM HW 24 SITES OR LESS
1	CA01429AD	ADD: 7.11 REDUNDANT HW 24 SITE/LESS
1	CA01770AA	ADD: DUAL COMMON PLATFORM HARDWARE MAX 24 SITES
1	CA01784AA	ADD: STORAGE DEVICE
1	CA01471AA	ADD: WINDOWS SUPPLEMENTAL TRANS CONFIG
1	QA01205AA	ENH: ASTRO 25 WITH IV&D
1	CA01223AA	ADD: HIGH AVAILABILITY ZC LICENSE
1	CA01723AA	ADD: BASELINE BACK UP
1	CA01395AA	ADD: 700/800 MIXED SITE OPERATION
10	CA01209AB	ENH: ASTRO 25 IV&D SITE
1	CA01225AB	ENH: MCC 7500 CONSOLE LICENSES (QTY 5)
4	CA01208AA	ENH: 500 RADIO USER LICENSES
2	Z13AG	ENH: UNIFIED NETWORK CONFIGURATOR (UNC)
2	Z802AF	ENH: USER CONFIGURATION MANAGER (UCM)
2	CA01224AB	ENH: UNIFIED EVENT MANAGER (UEM)
1	D999AL	ENH: SECURITY PARTITIONING
2	D52AJ	ENH: ZONEWATCH
2	DA00148AG	ENH: ZONE HISTORICAL REPORTS
2	Z801AM	ENH: RADIO CONTROL MANAGER
1	CA01720AA	ADD: ANTI-VIRUS SERVICE (SERVERS)
10	CA01588AA	ADD: ANTI-VIRUS SERVICE
1	TT2311	Z400 HIGH TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	T7702	ASTRO 7.11 CLIENT APPLICATION SOFTWARE
1	DS019BLK	19" LCD, BLACK, NON-TOUCH
1	SQM01SUM0189	SRC7500 SWITCHING ROUTING CENTER (7.5 - 7.12)
1	CA01420AA	ADD: DUAL CORE LAN 1-24 SITES
1	CA01345AA	ADD: DUAL GATEWAY ROUTERS STANDARD
1	CA01425AA	ADD: RED CORE ROUTER 1-24 SITES CWR
1	CA01361AA	ADD: GGSN
1	T7472	SWITCH ROUTER TERMINAL SERVER SW
1	CLN1836	2610-24 ETHERNET SWITCH
1	SQM01SUM0197	PACKET DATA GATEWAY (RACKMOUNT SERVER)
1	CA01621AA	ADD: PDG SOFTWARE FOR INTEGRATED VOICE & DATA

1	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
2	ST6017B	S6000 4 PORT ULTRAWAN II MODULE
1	CLN1836	2610-24 ETHERNET SWITCH
1	THN1013	RACK 7.5' OPEN
4	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD F
1	DVN4046	MASTER SYSTEM KEY STARTER KIT
1	DDN1069	DL360 G6 SERVER, HIGH TIER, WINDOWS 2008 OS
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEI
1	T7290	ASTRO PRESENCE NOTIFIER APPLICATION
1	DDN1069	DL360 G6 SERVER, HIGH TIER, WINDOWS 2008 OS
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEI
1	DVN1408C	ASTRO 25 MUPS LICENSE UP TO 50 SU
1	DLN6673C	ASTRO25 LOCATION SYSTEM SOLUTION CD
1	DDN1069	DL360 G6 SERVER, HIGH TIER, WINDOWS 2008 OS
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEI
1	T7228	TEXT MESSAGING SERVICES SERVER APPLICATION
1	CA01514AA	ADD: TMS SERVER STANDARD EDITION
1	CA01516AA	ADD: MS SQL SERVER SOFTWARE
1	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEI
1	DS019BLK	19" LCD, BLACK, NON-TOUCH
1	RVN5224J	CPS R05.01.00 ASTRO DIG APX POR MOB
1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT
1	T7688	KEY MANAGEMENT FACILITY
1	ZA00860AA	ADD: KMF SERVER AND CLIENT SOFTWARE
1	SQM01SUM0134	KEY MANAGEMENT FACILITY ENCRYPTION
1	CA00147AB	ADD: BASIC SOFTWARE OPTION
1	CA00182AC	ADD: AES ENCRYPTION KIT
1	TT2310	KMF G6 SERVER NON-RETURNABLE
1	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	DS019BLK	19" LCD, BLACK, NON-TOUCH
2	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEI
5	T7537	KVL 4000 KEYLOADER
5	U239AD	ADD: ASTRO 25 MODE
5	CA01598AA	ADD: AC LINE CORD US
5	CA00182AP	ADD: AES ENCRYPTION SOFTWARE
5	C543	ADD: CABLE FOR RNC, DIU, MGEG
5	C724	CABLE, KEYLOAD
5	C725AA	ADD: KEYLOAD CABLE FOR APX PORTABLE
5	C954	ADD: CABLE FOR SPECTRA/SPECTRO
5	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP

5	CA01803	ADD: KVL 4000 SLEEVE COVER
5	HKN6182	KEYLOADING CABLE ADAPTER (GCAI)
5	WPLN6905A	APX7000 KEYLOAD RS-232 CABLE
5	TKN8531C	MOBILE KEYLOAD CABLE (RNC DUI MGEG)
5	WPLN6904A	KEYLOAD CABLE FOR APX7000
1	T7376	JUNIPER/FIREWALL GATEWAY
1	DSFAP17BLK	17" NEC LCD, BLACK, NON-TOUCH MONITOR, W/ ADJ STAND
1	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIO
1	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND \
1	DSF1DA108Z	PRO3 8-PORT KVM SWITCH PS2 & USB IN/OUT
4	DSF1D940106	BELKIN OMNIVIEW ENTERPRISE SERIES - KVM CABLE
4	DSF1D940006	PRO3 OR QUAD-BUS KVM SWITCH ALL-IN-ONE KVM CABLE KI
1	DSRM691	KEYBOARD MONITOR SHELF
1	DSRM385	19" SLIDING PIVOTING KEYBOARD W/MOUSE TRAY
1	TDN8533	RACK MOUNT SHELF 19 INCH
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE
2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA01116AA	ADD: SITE REPEATER BR SW UPGRADE

2	CA01135AA	ADD: SITE REPEATER SC SW UPGRADE
1	SQM01SUM0200	MASTER SITE UPGRADE MODEL
1	CA00996AJ	ADD: NM/ZC LICENSE KEY 7.11
1	CA00997AJ	ADD: UCS LICENSE KEY 7.11
1	CA01238AA	ENH: EMAIL ALARM NOTIFICATIONS
1	ZA00151AG	ENH: AFFILIATION USER REPORTS
1	ZA00149AD	ENH: DYNAMIC REPORTS
2	CLN1838	FRU: 3500-48 ETHERNET SWITCH
1	CLN1837A	620 REDUNDANT/EXTERNAL POWER SUPPLY
2	DLN6699	SUN NETRA T5220 SERVER WITHOUT SOFTWARE
1	ST6202	SRC 24 PORT T1/E1EXP II
1	DLN6699	SUN NETRA T5220 SERVER WITHOUT SOFTWARE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CLN1836	2610-24 ETHERNET SWITCH
1	CLN1838	FRU: 3500-48 ETHERNET SWITCH
1	CLN1836	2610-24 ETHERNET SWITCH
1	CLN1837A	620 REDUNDANT/EXTERNAL POWER SUPPLY
1	CLN8489	48 PORT TERMINAL SERVER
1	ST6018	S6000 12 PORT T1/E1 II MODULE
1	T7380	CO-OP WAN ROUTER RELAY PANEL
1	ST6011	S6000 4-PORT FLEXWAN MODULE
1	DKN6144A	ASSY,CBL,3 FT,RELAY PNL,CWR,S6000
1	DDN1073	DL360 VIRTUAL SERVER - NO OS NON-RETURNABLE
1	DLN6744	300 GB SAS HARD DISK DRIVE

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF McALLEN §

INTERLOCAL AGREEMENT

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act" Chapter 791 Texas Government Code, this Interlocal Agreement is being made under the authority of Sections 791.001 – 791.029 of the Texas Government Code and entered into by and between the Fire Departments of the Cities of Brownsville, Elsa, Hidalgo, La Feria, La Villa, Lasara, Lyford, Mission, Palmview, Pharr, Port Mansfield, Raymondville, Rio Grande City, San Benito, San Perlita, Santa Monica, Sebastian, South Padre Island, and the County of Hidalgo (hereinafter called "PARTNERS"), and the City of McAllen (hereinafter called "CITY"), and

WHEREAS, the "PARTNERS" by the signing of this agreement hereby makes, constitutes and appoints "CITY" it's true and lawful Purchasing and Fiscal Agent for the purchase of communications equipment for the continued development of the regional radio system, a radio system extending through Starr, Hidalgo, Cameron and Willacy counties, including portable radios, mobile radios, base stations and a core radio controller in the quantities, costs and distribution as shown in Exhibit A - Budget Detail, and

WHEREAS, the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) created the Assistance to Firefighters Grant Program (hereinafter called "PROGRAM") to provide financial assistance to enhance their ability to protect the public and fire service personnel from fire and related hazards, and

WHEREAS, the PROGRAM announced the availability of funds under the FY 2012 PROGRAM allocation and the CITY and PARTNERS agreed to submit a joint regional application for funding under the Firefighter Operations and Safety program area, and

WHEREAS, CITY and PARTNERS requested and were awarded funds to purchase interoperable communications equipment, including portable radios, mobile radios, base stations and a core radio controller in the quantities, costs and distribution as shown in Exhibit A - Budget Detail, and

WHEREAS: the grant award provides a Federal share portion of $2,201,120 (80%) with a required local match share portion of $550,280 (20%), for a total project cost of $2,751,400 (100%).

NOW, THEREFORE, THE GOVERNING BOARDS/COUNCILS OF THE RESPECTIVE JURISDICTIONS OF THE CITY OF MCALLEN, THE CITIES OF BROWNSVILLE, ELSA, HIDALGO, LA FERIA, LA VILLA, LASARA, LYFORD, MISSION, PALMVIEW, PHARR, PORT MANSFIELD, RAYMONDVILLE, RIO GRANDE CITY, SAN BENITO, SAN PERLITA, SANTA MONICA, SEBASTIAN, SOUTH PADRE ISLAND, AND THE COUNTY OF HIDALGO DO HEREBY AGREE AS FOLLOWS:

A. GENERAL PROVISIONS

1. CITY and PARTNERS agree to participate and collaborate in carrying out the goals and objectives of the PROGRAM.

2. In accordance with Homeland Security Presidential Directive (HSPD) – 5 (Management of Domestic Incidents), CITY and PARTNERS agree to utilize the National Incident Management System (NIMS), to include the Incident Command System.

3. CITY and PARTNERS agree to participate in the PROGRAM by furnishing resources and rendering services to other parties to this agreement and to respond to any type of emergency whether declared or not under current mutual aid agreements; provided, however, that no party shall be required to unduly deplete its resources in furnishing such assistance. If a Responder is unable to meet the Requestor's need for resources, the Requestor will be advised immediately.

4. CITY and PARTNERS agree to carry out the requirements of the PROGRAM as set forth in the Grant Agreement and according to Federal grant administration guidelines as defined in
   - Circular A-87 (Revised 5/4/95, As Further Amended 8/29/97) Cost Principles for State, Local and Indian Tribal Governments,
   - Circular A-102 (Revised 10/7/94, As Further Amended 8/29/97) Grants and Cooperative Agreements with State and Local Governments,
   - Circular A-133 (Revised June 24, 1997 Audits of States, Local Governments, and non-Profit Organizations, and
   - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

   CITY and PARTNERS understand that all programmatic and fiscal requirements under the grant are subject to audit; CITY and PARTNERS acknowledge that equipment, procurement documentation and all expenditures and financial information may be requested by CITY, as fiscal agent, and subject to said audit.

B. PROCEDURES FOR THE PURCHASE AND DISTRIBUTION OF RADIOS, BASE STATIONS AND CORE RADIO CONTROLLER

1. CITY and PARTNERS agree to the following procedures for the purchase and distribution of the communications equipment:
   a. CITY and PARTNERS shall individually prepare the necessary specifications for the radio equipment that will ensure compatibility and interoperability with existing and future P-25 radio communications systems in their respective jurisdictions.
   b. The specifications shall be designed to not exceed the budgeted allocations on the approved project budget. Any specifications for radio equipment that exceeds the approved budgeted amount shall be the responsibility of the individual PARTNER jurisdiction ordering the

additional equipment. PARTNERS will provide CITY with the completed specifications on or before July 1, 2013.

c. CITY, as the Purchasing and Fiscal Agent for this project, will compile all radio equipment specifications from PARTNERS and will coordinate the purchase, through pre-negotiated Houston-Galveston Area Council contracting, of all radio communications equipment items being acquired through the CITY's Purchasing and Contracting Department. CITY will order all radio equipment pertaining to the grant agreement according to Federal, State, and local purchasing policies and procedures.

d. All radio equipment will be received by CITY and shall undergo a preliminary inspection and inventory to verify receipt of all radios ordered by CITY and PARTNERS prior to distribution of the equipment. CITY will then distribute the equipment to PARTNERS, upon receipt of matching funds.

e. Upon receipt of the equipment, CITY and PARTNERS shall be individually responsible for the following:
   1. Inspecting the equipment for damage from shipping/handling.
   2. Testing of the equipment for proper operation.
   3. Programming of equipment to manufacturer and local jurisdictional communications standards and protocols.

C. AUTHORIZATION FROM PARTNERS GOVERNING BODIES AND PAYMENT OF MATCHING FUNDS

1. If the purchase of the communications equipment requires the approval of the governing body of a participating jurisdiction, it shall be the responsibility of the individual PARTNERS to provide a certified copy of the documentation to CITY approving the purchase and specifying the method of payment of the local match share as shown in Exhibit A of this Agreement either by check or electronic transfer of funds from PARTNERS to CITY.

2. All documentation of authorization to participate in the grant project from PARTNERS governing bodies shall be submitted to CITY on or before December 31, 2013. Documentation shall include an official Resolution or signed letter by the jurisdiction's Mayor, County Judge official from the governing body and execution of this Interlocal Agreement.

3. Payment of the local matching funds shall be paid by PARTNERS to CITY by either check or electronic transfer of funds on or before December 31, 2013.

4. Distribution of equipment will take place after CITY receives matching funds from each participating PARTNER.

D. WARRANTIES & MAINTENANCE OF RADIOS, BASE STATIONS AND CORE RADIO CONTROLLER

1. CITY and PARTNERS shall be individually responsible for the following procedures for maintenance of the radios:

a. Ensuring that all warranties and service/maintenance agreements for the radios are registered with the manufacturer(s), that all warranty documentation is recorded and kept on file, including information regarding the warranty period, manufacturer's responsibilities, jurisdiction's responsibilities, etc.
b. Adherence to all conditions and requirements of any warranties or maintenance agreements/contracts with any manufacturer or manufacturer's representative in the event that a radio is damaged or requires repairs, service and maintenance. The cost for any repair and maintenance work that is not covered under warranty shall be the individual responsibility of CITY and PARTNERS.
c. All maintenance and repairs of the radios after the expiration of any warranties and/or service contracts/agreements shall be the individual responsibility of CITY and PARTNERS.

E. INVENTORY AND REPORTING REQUIREMENTS

1. CITY and PARTNERS agree to the following procedures for the purchase and distribution of the radio equipment:
   a. CITY will coordinate the creation of an equipment inventory and control process that will list all equipment that is retained by CITY and distributed to PARTNERS, including information regarding the manufacturer, model number, serial number, and location of each portable, mobile, base station, and core radio controller assigned to the PARTNERS.
   b. CITY and PARTNERS shall be responsible for maintaining accurate records on the location, condition, and status of all radios during the period of performance of the grant agreement from May 17, 2013 through May 16, 2014 and for a record retention period of three years after the end of the performance period on May 16, 2017 as required by federal grant management standards. PARTNERS will be responsible for reporting any loss or irreparable damage that occurs to any radio equipment immediately to CITY for the duration of grant performance period and during the three-year retention period.
   c. In the event that a radio purchased under the grant is replaced due to loss or irreparable damage, it shall be the responsibility of PARTNERS to notify CITY of said replacement immediately and provide information regarding manufacturer, model, serial number, and location of the new radio.
   d. The inventory of radio communications purchased through the grant agreement shall be recorded by CITY and PARTNERS by jurisdiction, manufacturer, model, serial number and location for each item purchased.
   e. CITY and PARTNERS will certify that all information provided for each radio in their respective inventories is accurate and that they certify thus by signing the inventory form document.

This Interlocal Agreement is entered into this ____ day of _____, 2013 by and between CITY and PARTNERS. This agreement will take effect at the time of execution and will remain in effect during the period of performance from May 17, 2013 through May 16, 2014 and for 90 days after the end date of the performance and budget periods in order to allow for

programmatic and fiscal compliance and grant close-out. This agreement can be modified with the mutual consent of CITY and PARTNERS as long as the modification(s) does not conflict with the requirements set forth in the grant agreement or with the policies and guidelines of the Assistance to Firefighters Grant Program. The executors of this agreement further represent that they have the authority to make such commitment on behalf of their respective jurisdictions/organizations.

For the **City of McAllen,** Texas:

Name (Signature)	Mayor (Title)	Date

For the **City of Brownsville,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of Elsa,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of Hidalgo,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of La Feria,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of La Villa,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of Lasara,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of Lyford,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of Mission,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of Palmview,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of Pharr,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of Port Mansfield,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of Raymondville,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of Rio Grande City,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of San Benito,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of San Perlita,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of Santa Monica,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of Sebastian,** Texas

Name (Signature)	Mayor (Title)	Date

For the **City of South Padre Island,** Texas

Name (Signature)	Mayor (Title)	Date

For the **County of Hidalgo,** Texas

Name (Signature)	Judge (Title)	Date

FY 2012 Assistance to Firefighters Grant

Exhibit A - Budget Detail

Partner	Portable Radios	Mobile Radios	Base Stations	Core Radio Controller	Equipment Total	Grant-Eligible Total (80/20)	80% Federal Share	Required 20% Partner Match	Overage (100% Partner)	Total Due to COM including Partner Overage
BROWNSVILLE	20	20	0	0	$ 152,930.00	$ 139,160.00	$ 111,328.00	$ 27,832.00	$ 13,770.00	$ 41,602.00
ELSA	8	6	2	0	$ 67,572.00	$ 65,947.50	$ 52,758.00	$ 13,189.50	$ 1,624.50	$ 14,814.00
HIDALGO, CITY OF	11	5	0	0	$ 68,178.35	$ 68,178.35	$ 54,542.68	$ 13,635.67	$ -	$ 13,635.67
HIDALGO, COUNTY OF	0	0	0	1	$ 1,135,374.00	$ 1,135,374.00	$ 908,299.20	$ 227,074.80	$ -	$ 227,074.80
LA FERIA	11	9	0	0	$ 76,091.75	$ 75,918.00	$ 60,734.40	$ 15,183.60	$ 173.75	$ 15,357.35
LA VILLA	18	4	2	0	$ 87,645.30	$ 87,645.30	$ 70,116.24	$ 17,529.06	$ -	$ 17,529.06
LASARA	7	0	0	0	$ 18,974.55	$ 18,974.55	$ 15,179.64	$ 3,794.91	$ -	$ 3,794.91
LYFORD	10	3	0	0	$ 36,861.75	$ 36,861.75	$ 29,489.40	$ 7,372.35	$ -	$ 7,372.35
MISSION	10	12	0	0	$ 106,636.00	$ 106,636.00	$ 85,308.80	$ 21,327.20	$ -	$ 21,327.20
PALMVIEW	15	2	0	0	$ 59,095.25	$ 59,095.25	$ 47,276.20	$ 11,819.05	$ -	$ 11,819.05
PHARR	19	0	0	0	$ 38,041.80	$ 29,916.00	$ 23,932.80	$ 5,983.20	$ 8,125.80	$ 14,109.00
PORT MANSFIELD	0	5	0	0	$ 65,050.45	$ 65,050.45	$ 52,040.36	$ 13,010.09	$ -	$ 13,010.09
RAYMONDVILLE	23	5	0	0	$ 102,821.00	$ 102,821.00	$ 82,256.80	$ 20,564.20	$ -	$ 20,564.20
RIO GRANDE CITY	17	0	0	0	$ 99,811.60	$ 99,811.60	$ 79,849.28	$ 19,962.32	$ -	$ 19,962.32
SAN BENITO	12	6	2	0	$ 84,580.00	$ 84,580.00	$ 67,664.00	$ 16,916.00	$ -	$ 16,916.00
SAN PERLITA	13	0	0	0	$ 35,238.45	$ 35,238.45	$ 28,190.76	$ 7,047.69	$ -	$ 7,047.69
SANTA MONICA	5	0	0	0	$ 13,553.25	$ 13,553.25	$ 10,842.60	$ 2,710.65	$ -	$ 2,710.65
SEBASTIAN	5	0	0	0	$ 13,553.25	$ 13,553.25	$ 10,842.60	$ 2,710.65	$ -	$ 2,710.65
SOUTH PADRE ISLAND	21	0	0	0	$ 75,688.50	$ 75,608.00	$ 60,486.40	$ 15,121.60	$ 80.50	$ 15,202.10
TOTALS:	**225**	**77**	**6**	**1**	**$ 2,337,697.25**	**$ 2,313,922.70**	**$ 1,851,138.16**	**$ 462,784.54**	**$23,774.55**	**$ 486,559.09**

APPROVED PROJECT TOTAL: $ 2,751,400.00
FEDERAL SHARE: $ 2,201,120.00
LOCAL MATCHES: $ 550,280.00

Zimbra **sandra.deleon@co.hidalgo.tx.us**

Agenda Item

From : Belinda Alvarez <belinda.alvarez@co.hidalgo.tx.us> Wed, Nov 06, 2013 03:53 PM
Subject : Agenda Item 3 attachments
To : Sandra De Leon <sandra.deleon@co.hidalgo.tx.us>

Sandra,

Please place the item below on Commissioners Court agenda. Can you please ask to have it added to the meeting of November 12, 2013. Due to time constraints, it's imperative that this item be presented as soon as possible. Thank you.

CAPTION

1. Requesting consideration, authorization and approval to execute the Interlocal Cooperation Agreement between Hidalgo County and City of McAllen for the purpose of purchasing communications equipment through the Assistance to Firefighters Grant for the continued development of the regional radio system.

2. Requesting consideration, authorization, and approval for Hidalgo County to execute the Amendment to Lease between Hidalgo County and Motorola Solutions, Inc. for the purpose of amending the terms of the contract to make a onetime payment of $1,135,374.00 from funds provided by the Assistance to Firefighters Grant facilitated by the City of McAllen on behalf of the Hidalgo County Fire Marshal's Office.

3. Requesting consideration, authorization and approval for the 20% match to the City of McAllen in the amount of $227,074.80 as stated in Exhibit A of the Interlocal with the City of McAllen for purpose of purchasing communications equipment through the Assistance to Firefighters Grant.

BACKGROUND

7/3/2012 – Letter of Commitment to the City of McAllen
10/23/2012 - AI-27859- Equipment Lease-Purchase Agreement with Motorola Solutions Inc.

The City of McAllen applied for the Assistance to Firefighters Grant (AFG) in 2012. The AFG Program provides financial assistance to fire departments to enhance their ability to protect the public and fire service personnel from fire and related hazards. As part of the grant, the City of McAllen applied for a Motorola M2/M2 Core on behalf of the Hidalgo County Fire Marshal's Office.
In late October of 2012, Hidalgo County entered into the Motorola purchase/lease of radios and the M2/M3 Core. Hidalgo County was notified by the City of McAllen in May 2013 that the AFG was approved. The approval of the grant would allow for Hidalgo County to pay off the M2/M3 Core with a onetime payment of $1,135,374.00 with AFG funds with a 20% local match of $227,074.80. By amending the Motorola Contract, it would allow for the purchase of the M2/M3 Core equipment and release of the equipment from Motorola.

Belinda Sáenz-Alvarez
Deputy Emergency Management Coordinator
Hidalgo County Emergency Management
1615 S. Closner, Ste. G - Edinburg, TX 78539
Office (956) 318-2615 Cell (956) 720-2165 Fax (956) 289-7889
belinda.alvarez@co.hidalgo.tx.us

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From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Tue, Nov 05, 2013 02:27 PM
Subject : Legal review
To : Belinda Alvarez <belinda.alvarez@co.hidalgo.tx.us>
Cc : Oscar Montoya <oscar.montoya@co.hidalgo.tx.us>

Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Alvarez,

I have reviewed the proposed City of McAllen AFG Interlocal and the Motorola Lease Purchase Agreement Amendment. After discussion and clarification with the McAllen city attorney, our office approves both the Interlocal and amendment as to form.

Please let me know if there is anything else I may assist you with.

Thank you,

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
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****

Amendment to Motorola Contract.pdf
452 KB
City of McAllen - FY 12 AFG ILA.pdf
212 KB

AI-41488 **Urban County 13. A.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted For: Monica leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase drop book return and a drop cart with float tray for their Public Library. Purchase will be made from Brodart Co. (contract # 407-12) an approved vendor through Hidalgo County's membership and participation with State of Texas Buy Board. The total amount of purchase is $6,560.64 (quote attached) for the Mercedes Library funded through FY 26 (2013) Mercedes – Public Service (general) line item and the city's general funds.

BACKGROUND

The drop book return and a drop cart with float tray purchased will be utilized at the Mercedes Library children's area. See attached quote.

Vendor: **Brodart Co.**
Purchase Amount: $6,560.64
Funds Available: $5,224.56 FY 26 (2013) Public Service (general)
$1,336.08 City of Mercedes general Funds
$6,560.64

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/29/2013 01:15 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Mary Flores Started On: 10/28/2013 08:12 AM

Final Approval Date: 11/08/2013

city of **mercedes**

A Sharks Hood

MEMO

TO: **Monica Leal, UCP Coordinator**

FROM: **Olga Rosas, Grants/Fixed Assets Coord.** OR .

DATE: **October 7, 2013**

RE: **Public Services (General) – Dr. Hector P. Garcia Memorial Library**

Attached please find a Price Proposal Form, Quote, Buy Board shopping cart list, vendor pricing and Vendor Contract Information for Brodart Co. for the purchase of a dual book return and cart. The items to be purchased through this contract will be utilizing the UC City funds. Please review and if everything is in order please approve for purchase. Upon approval to proceed with purchase the city will submit a check for the difference utilizing the City's general fund.

Should you have any questions or require further documentation, please contact me at (956) 565-3114, Ext. 129.

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name Of Cooperative: Buy Board Person Contacted: Haley Hunt

Name: Brodart Co. Contract #: 407-12 Phone: 1-888-820-4377 x 4246

Item #	Description of Items	Quantity	List Price Per Unit	COOP Price Per Unit	Total Amount
1	Kingsley 4Ever Dual Drop Book Return	1	5,333.35	4,266.68	4,266.68
2	Kingsley Dual Drop Cart w/ Float Tray	1	2,624.95	2,099.96	2,099.96
	Shipping				**194.00**
				TOTAL	**6,560.64**

Recommendation The City recommends purchase of the dual book return and cart for the Library from Brodart. Pricing has been verified through Buy Board however, the vendor has offered a better price. We are looking forward to a favorable response and approval.

Requested By: Olga Rosas (USE BLUE INK) 10/07/2013 Date **UCP Deputy** (USE BLUE INK) 10/24/13 Date

Library Supplies & Furnishings

100 North Road, PO Box 300, McElhattan PA 17748
Sales & Service: 888.820.4377 • Fax: 800.283.6087 or 570.769.5100
Bids & Quotes: 888.820.4377 or FAX: 800.578.1064
Visit us online at www.shopbrodart.com

Quote #: 78345

Quote Request #:

Issue Date: Monday, October 07, 2013
Expiration Date: Tuesday, December 03, 2013

To:	OLGA ROSAS
Institution:	DR HECTOR P JARCIA MEMORIAL LIBRARY
Account #:	420588
City:	MERADES
State/Zip:	TX, 78570
Phone:	956-565-3114 X129
Fax:	
Email:	OROSAS@CITYOFMERCADES.NET

From:	Haley Hunt
Phone:	888-820-4377 X4246
Fax:	800-578-1064
Email:	Haley.Hunt@Brodart.com
Dept.:	BIDS DEPARTMENT

Comments:

BUYBOARD CONTRACT #407-12,
BUYBOARD CONTRACT PRICING NOT IN EFFECT, BID PRICING IN EFFECT

Details:

Line	Catalog #	UOM	Description	Quantity	Cat Price	Bid Price	Ext. Price
1	72943003	EA	D 4EVER DUAL DROP LUSTER	1	5,333.35 20%	4,266.68	4,266.68
2	70691001	EA	D DUAL DROP CART W/ FLOAT TRAY	1	2,624.95 20%	2,099.96	2,099.96
						Sub-Total:	$6,366.64

Extras:

Description	Bid Price
SHIPPING:	194.00
Sub-Total:	$194.00

Total Bid: $6,560.64

Try out our Bid Form to request your next bid. Go to www.shopbrodart.com, click on "Request a Quote". It's that simple!

BRODART **Library Supplies & Furnishings**

100 North Road, PO Box 300, McElhattan PA 17748
Sales & Service: 888.820.4377 • Fax: 800.283.6087 or 570.769.5100
Bids & Quotes: 888.820.4377 or FAX: 800.578.1064
Visit us online at www.shopbrodart.com

Brodart Terms & Conditions

Terms: Net 30 Days (upon credit approval)
Delivery: 3/4 WEEKS
FOB Origin
Inside Delivery

Prices do not include any applicable taxes. To ensure receiving quoted prices, please reference Quote #: 78345 when ordering and direct attention to "Bid Department".

DESTINATION CONTROL STATEMENT
These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited

Order Information to be completed by the Customer

Acct. #: _____

Department and Billing Address:

_____
_____
_____
_____
_____

Acct. #: _____

Department and Shipping Address:

_____
_____
_____
_____
_____

Accounts Payable: Contact Name: _____

Telephone Number: _____

NOTICE: YOUR SIGNATURE WILL CONSTITUTE AGREEMENT TO THE SERVICES AND SHIPMENT OF GOODS AND TO THE TERMS AND CONDITIONS OF THIS QUOTE

_____ _____
Authorized Signature *Date*

_____
Title

Shopping Cart for Olga Rosas

BuyBoard Products

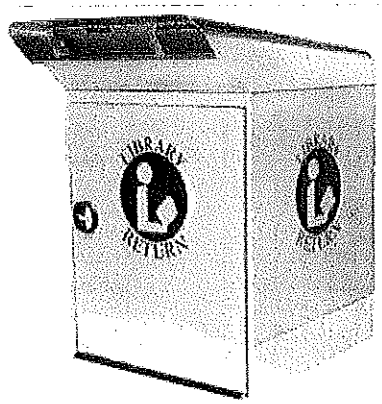
Brodart Co.

Description	Part Number	Price	Qty	Total	Contract #		Vendor Ref #
Kingsley? 4Ever dualDrop? Return	72943003	$4,533.35	1	$4,533.35	407-12	15%	DTEXAS
Kingsley? duraLight dualDrop? Aluminum Cart	70691001	$2,231.21	1	$2,231.21	407-12	15%	DTEXAS
Total for Brodart Co.:				$6,764.56			

Shopping Cart

Vendor	Description	Part Number	Price	Qty	Total
Brodart Co.	Kingsley? 4Ever dualDrop? Return	72943003	$4,533.35	1	$4,533.35
Brodart Co.	Kingsley? duraLight dualDrop? Aluminum Cart	70691001	$2,231.21	1	$2,231.21
				Grand Total:	**$6,764.56**

McAfee SECURE
TESTED 17-SEPT



Like 0

Email to a Friend
Print Page

KINGSLEY™ 4EVER DUALDROP™ RETURN

Book and AV return all in one More Info

Price: $5,333.35

SKU # 72943003
Product Rating: (no ratings) Write / View Reviews

Need Help?
Contact Us

Color: Luster

Reset All Options

Quantity: 1

ADD TO CART Add to My List

Description Reviews

- Holds up to 380 books and up to 950 DVDs
- All components are .080 aircraft grade aluminum; one piece of aluminum forms all four corners; one piece forms hood top, sides and back
- Access door welded in place; faceplate and back seams welded in one place
- Fully sealed to prevent leaking
- Hood may be field rotated 360°; hood-attaching hardware included
- Aluminum full bottom raised 3/4" with ramp
- Aluminum kick plate around bottom of cabinet or added protection
- Two easy one-handed depositories – one for books an done for audiovisual materials
- Sloped and radiused top helps shed water
- Exclusive Kingsley™ theft deterrent chute design
- Full length aluminum hinge on access door
- Air tight design smothers most fires under one minute
- Heat-set powder coat on all surfaces; graffiti-x exterior clear coat finish
- Two keyed cam locks; three-point locking cart access door; keyed paddle lock with weather sealed cover to prevent freezing
- ADA compliant when properly installed
- Includes wording LIBRARY RETURN around library logo
- 53 1/4"h x 51 1/8"W x 38"D

McAfee SECURE
TESTED 17-SEPT

Library Equipment

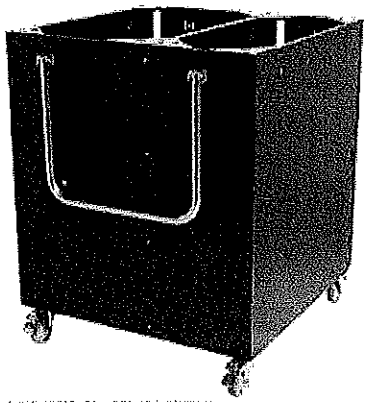
Book Returns
- Accessories
- Carts
- Indoor
- In-Wall
- Outdoor

Back to Carts

Recently Viewed Products
- Kingsley™ duraLight dualDrop™ Aluminum Cart
- Kingsley™ 4Ever dualDrop™ Return
- Kingsley™ Designer Series Contemporary 37"W Indoor

Recently Viewed Categories
- Book Return Carts
- Outdoor

Recent Searches
- Kingsley
- Dual Book Return



Like 1

Email to a Friend

Print Page

KINGSLEY™ DURALIGHT DUALDROP™ ALUMINUM CART

Receiving cart with separate compartments for books and media More Info

Price: $2,624.95

SKU # 70691001

Product Rating: (no ratings) Write / View Reviews

Need Help?
Contact Us

Quantity: 1

ADD TO CART Add to My List

Description Reviews

- Designed for Kingsley™ Dual Drop™ Curbside and Through-Wall Returns
- Dual Drop™ cart is divided, accepting books on one-side and media on the other
- Float design lowers as materials are deposited and rises as they're removed; helps alleviate strain on the back and shoulders
- Holds up to 380 standard books and 950 standard CDs/DVDs
- Access opening at bottom of cart
- Super light aluminum construction and extra-wide ergonomic steel handles
- 4" heavy-duty ball-bearing casters (two swivel)
- 38"H x 31 1/2"W x 38 1/2"D
- Lifetime Warranty

Caster assembly required. Ships from manufacturer via truck.

Need Help?

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document | Back

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	Brodart Co.
Address:	280 North Road Clinton County Industrial Park
	McElhattan, PA 17748
Phone Number:	(888) 820-4377 x 4352
Email:	supplies.quotes@brodart.com
Website:	http://www.shopbrodart.com
Federal ID:	23-2248758
Contact:	Nichole Neff
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Classroom Supplies & Equipment
Contract#:	407-12
Effective Date:	11/01/2012
Expiration Date:	10/31/2015
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Contract Exceptions:	See attached
Quote Reference Number:	DTEXAS
Return Policy:	See attached
Regulatory Notice:	Click to view Bonding Regulatory Notice

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
72943003

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Pr
Brodart Co.	Kingsley? 4Ever dualDrop? Return	N/A	$4,533

Extended Product Information

Reference Number:	DTEXAS
Brand:	Kingsley
Part Number:	72943003
Unit Measure:	EA
Vendor Category:	Kingsley Book Return 4Ever Forever
Vendor Website:	http://www.shopbrodart.com
Full Description:	4Ever Dual Drop - silver 53 1/4" H X 51 1/8" W X 38" D

Showing 1 to 1 of 1 entries

First Previous 1 Next Last

Contact us 800-695-2919

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
70691001

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	
Brodart Co.	Kingsley? duraLight dualDrop? Aluminum Cart	N/A	$2,

Extended Product Information

Reference Number:	DTEXAS
Brand:	Kingsley
Part Number:	70691001
Unit Measure:	EA
Vendor Category:	Dual Drop Receiving Cart
Vendor Website:	http://www.shopbrodart.com
Full Description:	Dual Drop Receiving Cart - w/ float tray 38" H X 31 1/2" W X 38 1/2" D

Showing 1 to 1 of 1 entries

First Previous 1 Next Last

Contact us 800-695-2919

AI-41497 **Urban County 13. B.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted For: Amanda Agueros **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Urban County Program is requesting approval to reduce the amount of the contract with R. Gutierrez Engineering Corporation under the General Land Office (GLO) Contract No. 10-5066-000-5043/DRS010068 (formerly known as TDRA) for the Precinct No. 2 Minnesota Drain Project from $129,217.68 to $118,209.82.

2. Urban County Program is requesting approval to reduce the amount of the contract with L&G Engineering Laboratory, L.L.C. under the General Land Office (GLO) Contract No. 10-5066-000-5043/DRS010068 (formerly known as TDRA) for the Precinct No. 4 Trenton Drain Project from $8,566.87 to $6,396.04.

BACKGROUND

The contract with R. Gutierrez Engineering Corporation in the amount of $129,217.68 was approved by Commissioners' Court on August 16, 2011 and the contract with L&G Engineering Laboratory, L.L.C. in the amount of $8,566.87 was approved by Commissioners' Court on December 06, 2011. The request to reduce these contract amounts is to account for an overage in estimated expenses within the bid proposal. The engineering and construction portion of the Minnesota Drain and Trenton Drain projects have been closed and the remaining purchase order balances have been deemed as surplus by both of the engineers. Please see attached memorandums from the engineers as their acknowledgement of the purchase order closeout. The surplus funds will in turn be utilized to reduce the local funds contribution for Precinct No. 2 in the Minnesota Drain Project as described in Amendment 7 of DRS010068/Round 1.

Contractor:	R. Gutierrez Engineering Corporation	L&G Engineering Laboratory, LLC
Contract Amount:	$129,217.68	$8,566.87
Reduction Amount:	- $ 11,007.86	- $2,170.83
New Contract Amount:	**$118,209.82**	**$6,396.04**

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/29/2013 01:15 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Mary Flores Started On: 10/28/2013 03:15 PM

Final Approval Date: 11/08/2013

AI-28024 10. C.

CC REGULAR

Meeting Date: 08/16/2011

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program (UCP) is requesting approval of an Amendment to a Professional Engineering Service contract with R. Gutierrez Engineering Corporation which will increase the contract amount of $112,661.00 by $16,556.68 to a total amount of $129,217.68 to be utilized for construction material testing.

BACKGROUND

Urban County Program is requesting approval of an amendment to a professional services contract approved on May 25, 2010. The original contract amount of $112,661.00 included the engineering services for Pct. 2 Street Improvements (TDRA Contract No. DRS010068). The additional funding will be utilized to obtain additional services for construction materials testing from Raba-Kisner Consultants, Inc. See attached justification for additional services submitted by R. Gutierrez Engineering Corporation and approval for increase by UCP.

Original Contract Amount:	$ 112,661.00
Additional Amended Amount:	$ 15,051.52
Reimbursable expense (Section IV)	$ 1,505.16
New Contract Amount:	$ 129,217.68
Amount Available:	$ 50,841.40

Attachments

project

amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/11/2011 08:08 AM
Dale Kennan	Dale Kennan	08/11/2011 09:46 AM
Auditor's Office	Arcilia Duran	08/12/2011 01:25 PM
Purchasing Department	Marty Salazar	08/12/2011 01:52 PM
Budget & Management	Merlen P. Munoz	08/11/2011 08:08 AM
Dale Kennan	Dale Kennan	08/11/2011 09:46 AM
Auditor's Office	Arcilia Duran	08/12/2011 01:25 PM
Purchasing Department	Marty Salazar	08/12/2011 01:52 PM
Form Started By: ewebber		Started On: 08/10/2011 04:52 PM
Final Approval Date: 08/12/2011		

AI-29916 12. C.

CC REGULAR

Meeting Date: 12/06/2011

Department: URBAN COUNTY

Information

CAPTION

Acceptance and approval of Work Authorization No.4 on a testing contract approved by Precinct No.4 with L&G Consulting Engineers Inc. dba L&G Engineering (agreement C-11-062-04-12) to provide material testing services for the project known as the Trenton Drain. Estimated cost is $8,566.87. The work authorization will be funded through the Texas General Land Office Contract No. 10-5066-000-5043 (formerly TDRA Contract No. DRS 010068).

BACKGROUND

The acceptance and approval of Work Authorization No.4 for material testing services for the Trenton Drain Project will include approximately two (2) miles of ditch excavation in Precinct No. 4 for flood drainage improvements. The drain will alleviate the flooding conditions in the surrounding areas of the project location.

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Texas General Land Office funds will be utilized for the material testing services at the Trenton Drain.

Attachments

Work Authorization Pct 4

work authorization

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/30/2011 01:43 PM
Perla Lopez	Perla Lopez	12/01/2011 11:30 AM
Purchasing Department	Angela Garcia	12/02/2011 04:15 PM
Budget & Management	Merlen P. Munoz	11/30/2011 01:43 PM
Perla Lopez	Perla Lopez	12/01/2011 11:30 AM
Auditor's Office		12/02/2011 04:15 PM
Form Started By: Mary Flores		Started On: 11/30/2011 01:25 PM
Final Approval Date: 12/02/2011		

COUNTY OF HIDALGO

URBAN COUNTY PROGRAM

MEMORANDUM

TO: Ramiro Gutierrez, R. Gutierrez Engineering Corporation Engineer

FROM: Antonio Barco, Urban County Program Deputy Director

DATE: August 22, 2013

RE: Precinct 2 Street Improvements Project

Please be advised that Hidalgo County Urban County Program is preparing to close out the Precinct 2 Street Improvements project under GLO Contract No.: 10-5066-000-5043. Purchase order no. 8353 was issued to you for Engineering Services for this project. Please confirm by signing below that all services were performed as specified in the contract and that payment has been satisfied and no further invoices will be submitted in regards to this purchase order.

Should you have any questions please contact Amanda Agueros at (956) 787-8127.

ACKNOWLEDGMENT OF NO PENDNG INVOICES AND CLOSE OUT OF P.O. 8353:

Signature: _____ Date: 9-9-13

Printed Name: RAMIRO GUTIERREZ Title: PRESIDENT

COUNTY OF HIDALGO

URBAN COUNTY PROGRAM

MEMORANDUM

TO: **Jacinto Garza, L&G Engineering Laboratory, L.L.C. Engineer**

FROM: **Antonio Barco, Urban County Program Deputy Director**

DATE: **August 22, 2013**

RE: **Trenton Drain Project**

Please be advised that Hidalgo County Urban County Program is preparing to close out the Trenton Drain Project under GLO Contract No.: 10-5066-000-5043. Purchase order no. 8801 was issued to you for Testing Services for this project. Please confirm by signing below that all services were performed as specified in the contract and that payment has been satisfied and no further invoices will be submitted in regards to this purchase order.

Should you have any questions please contact Amanda Agueros at (956) 787-8127.

ACKNOWLEDGMENT OF NO PENDNG INVOICES AND CLOSE OUT OF P.O. 8801:

Signature: _____ Date: 8/22/13

Printed Name: Richard A. Gil Title: General Manager

Received
AUG 26 2013
Urban County Program

AI-41578 **Texas Agri-Life Extension Serv. 14. A.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Barbara Storz and Brad Cowan would like to present Mr. Ray Prewett with a Proclamation in recognition of Mr. Prewett's 30 years of outstanding service to Rio Grande Valley agriculture, The Texas County Agricultural Agents Association presented him the prestigous "Man of the Year in Texas Agriculture" Award.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

No fiscal impact

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/01/2013 01:19 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Nora Linda Cruz Started On: 10/31/2013 04:16 PM

Final Approval Date: 11/08/2013

Proclamation Honoring Mr. Ray Prewett

Whereas Mr Ray Prewett, a native of Oklahoma received an Agricultural Economics degree from Oklahoma State in 1966 and a Masters Degree in Agricultural Economics from Purdue in1968,

and whereas Prewett began his career with Texas Agricultural Extension Service as a Community Development Specialist with the Agricultural Economics Department of Texas A&M University in College Station, and through this position traveled to many areas of Texas working with rural communities on community and rural development,

and whereas this position gave him the opportunity to work with Reagan Brown, a rural sociologist with Extension, who later became Texas Commissioner of Agriculture with Prewett as his campaign manager,

and whereas Governor Preston Smith created the Texas Rural Development Commission and Prewett was appointed the first Executive Director,

and whereas Reagan Brown brought Mr. Prewett into the Texas Department of Agriculture as Assistant Commissioner then later appointed him Deputy Commissioner,

and whereas Prewett moved to Mission, Texas in 1983 and accepted a position with Texas Citrus Mutual, a trade association serving the Texas Citrus Industry,

and whereas Mr. Prewett sold tree insurance to many growers just prior to the 1983 freeze that played a major role in the survival of the citrus industry,

and whereas in 1984 Prewett became Executive Vice President of the Texas Vegetable Association. In that position he worked very closely with Extension entomologists to obtain Section 18 pesticide registrations and built a coalition that worked to modify state pesticide regulations so that farmers could live with common-sense regulations while still protecting farm workers and the public,

and whereas Mexico's water debt to the U.S. became a very hot issue during the drought of the 1980's. Much work on this issue was accomplished by a Prewett-led coalition called "Texans for Treaty Compliance." Prewett made numerous trips to Washington to meet with the State Department. The coalition worked with local irrigation districts to obtain millions of dollars of federal funding that was used to make water-saving improvements in the infrastructure that delivers irrigation water to farmers,

and whereas Prewett has been active at the national level as an advocate for: increased funding for specialty crops in the Farm Bill, support for pest and disease programs for APHIS, reasonable pesticide laws and regulations, expanding the use of fruits and vegetables in schools and USDA's feeding programs, and many other issues through his coordination

with citrus organizations in Florida, California and the United Fresh Produce Association,

and whereas Mr. Prewett is currently active in two national agricultural organizations working on the immigration issue: the Agriculture Coalition for Immigration Reform and the National Council for Agricultural Employers (NCAE). Both of these groups have been at the forefront of pushing for immigration reform. In January, 2013 Prewett became President of NCAE,

and whereas Mr. Prewett has worked on many agricultural issues in the Valley and in Texas, serves in numerous positions at local, state and national levels including A&M's College of Agriculture Development Council, Texas Commission on Environmental Quality's Agricultural Advisory Board and Region M Water Planning Group,

and whereas the most challenging issue to be faced by the Texas citrus industry to date is Citrus Greening disease that threatens the very survival of the Texas citrus industry. The last two years Prewett has worked to bring several hundred thousand dollars from the state and federal sources to develop a local comprehensive program designed to slow the spread of this devastating disease,

and whereas Prewett serves as Deacon at Calvary Baptist Church in McAllen and enjoys the support of his loving family: wife Jean, son Jeffery (who was very active in the 4-H program) and daughter Julie Hamilton,

Now therefore be in resolved that the Hidalgo County Commissioners Court wishes to join the Texas County Agricultural Agents Association in recognizing Mr. Ray Prewett as Man of the Year in Texas Agriculture.

_____

Ramon Garcia
Hidalgo County Judge

AI-41740 **Head Start** **15. A.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, Approval and Appointment of One (1) Community Representative by Each Members of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(7) Beginning October 2013 (Commissioner Hector "Tito" Palacios)

BACKGROUND

45 CFR Chapter XIII, 1304.50(b)(7)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/08/2013 10:28 AM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Monica Badillo Started On: 11/08/2013

Final Approval Date: 11/08/2013

AI-41717 **Colonia Access Program 16. A.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

1. Discussion and approval to amend AI-39955 approved by Commissioner's Court on 8/06/2013 to revise 3rd Call BCAP Projects

2. Requesting deletion of five 3rd Round BCAP projects:

Precinct 1:
De Anda Subdivision (CSJ: 3C1080215)
Valley View Subdivision (CSJ: 3C1080779)
Village Grove Subdivision (CSJ: 3C1080790)

Precinct 3:
Jardin Terrace Subdivision (CSJ: 3C1080348)
Blue Star Enterprises Subdivision (CSJ: 3C1080111)

3. Requesting to Add the following new projects:

Precinct 1:
Lorenzana Subdivision (CSJ: 3C1080422)
Heidelburg Subdivision (CSJ: 3C1080314)
Barbosa-Lopez No.3 Subdivision (CSJ: 3C1080642)
Flora Subdivision (CSJ: 3C1080270)
La Pampa Subdivision (CSJ: 3C1080394)
Martin Subdivision (CSJ: 3C1080894)
Southern Valley Estates Subdivision (CSJ: 3C1080691)

Precinct 2:
Las Fuentes Subdivision (CSJ: 3C1080411)

Precinct 3:
Havana Lomas No.4 Subdivision (CSJ: 3C1080310)
Havana Lomas No.5 Subdivision (CSJ: 3C1080311)

4. Requesting to include the remaining projects to new Financial Agreement:

Precinct 1:
Ash County Subdivision (CSJ: 3C1080855)
La Milpa Subdivision (CSJ: 3C1080388)
Tijerina Subdivision (CSJ: 3C1080727)
Delta West Subdivision (CSJ: 3C1080220)

Precinct 3:
Palm Lake Subdivision (CSJ: 3C1080536)
Verde Tropical Subdivision (CSJ: 3C1080780)
Ramirez I Subdivision (CSJ: 3C1080587)
Ramirez II Subdivision (CSJ: 3C1080588)
Ramirez III Subdivision (CSJ: 3C1080589)
Regal Estates Subdivision (CSJ: 3C1080606)
Randolph Barnett No.1 (CSJ: 3C1080600)

Precinct 4:
Trenton Terrace Subdivision (CSJ: 3C1080752)
Hoehn Drive Subdivision (CSJ: 3C1080329)
Rankin Subdivision (CSJ: 3C1080603)
Engelman Subdivision (CSJ: 3C1080260)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Based on approval of agreement funds will be transferred into 1312 accounts.

Attachments

Letter
balances
balances

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	11/07/2013 03:58 PM
Budget & Management	Debbie Tamez	11/07/2013 04:14 PM
Glinda Pacheco	Glinda Pacheco	11/08/2013 09:59 AM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Marcie Jackson Started On: 11/07/2013 01:34 PM

Final Approval Date: 11/08/2013

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

5 November 2013

Toribio Garza, P.E., District Engineer, Pharr District
Attention: Carlos Peralez, P.E. Materials Engineer Supervisor
Judy Sanchez, Colonia Project Manager
Texas Department of Transportation
P.O. Box 1717
Pharr, TX 78577

Re: Amending Correspondence Dated 30th July 2013 Requesting Deletion and Additions of Third Call Border Colonia Projects and Requesting to renew Border Colonias Access Program Financial Agreement

Mr. Toribio Garza:

On 12th November 2013 Commissioner's Court approved a request to revise 3rd Call Border Colonias Projects (BCAP) to delete and add new projects including the remaining 3rd Call projects. Additionally the County approved to enter into a new BCAP financial agreement to expense the balances of BCAP funds and add new projects to the existing projects. The County is now submitting this request to the Texas Department of Transportation for your consideration.

Hidalgo County is requesting to delete the following 3rd Call BCAP projects:

Precinct 1:
- De Anda Subdivision (CSJ: 3C1080215)
- Valley View Subdivision (CSJ: 3C1080779)
- Village Grove Subdivision (CSJ: 3C1080790)

Precinct 3:
- Jardin Terrace Subdivision (CSJ: 3C1080348)
- Blue Star Enterprises: (CSJ: 3C1080111)

BCAP projects Valley View, Village Grove, Blue Star Enterprises and Jardin Terrace are being deleted as they were reconstructed by either the county or municipalities. De Anda Subdivision is being deleted as the subdivision is land-locked and there are issues relating to the acquisition of (ROW) Right of Way.

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

The County is also requesting to include the following new projects:

Precinct 1:
- Lorenzana Subdivision: (CSJ: 3C1080422)
- Heidelburg Subdivision: (CSJ: 3C1080314)
- Barbosa-Lopez No.3: (CSJ: 3C1080642)
- Flora Subdivision: (CSJ: 3C1080270)
- La Pampa: (CSJ: 3C1080394)
- Martin: (CSJ: 3C1080894)
- Southern Valley Estates: (CSJ: 3C1080691)

Precinct 2:
- Las Fuentes: (CSJ: 3C1080411)

Precinct 3:
- Havana Lomas No. 4: (CSJ: 3C1080310)
- Havana Lomas No. 5: (CSJ: 3C1080311)

County is requesting to include the remaining projects to new Financial Agreement. These projects are:

Precinct 1:
- Ash County: (3C1080855)
- La Milpa: (3C1080388)
- Tijerina: (3C1080727)
- Delta West: (3C1080220)

Precinct 3:
- Palm Lake: (3C1080536)
- Vereda Tropical: (3C1080780)
- Ramirez I: (3C1080587)
- Ramirez II: (3C1080588)
- Ramirez III: (3C1080589)
- Regal Estates: (3C1080606)
- Randolph Barnett No. 1: (3C1080600)

Precinct 4:
- Trenton Terrace: (3C1080752)
- Hoehn Drive: (3C1080329)
- Rankin: (3C1080603)
- Engelman: (3C1080260)

Based on figures provided by your staff, spreadsheet dated 18th July 2013, the County has available balances to cover the cost of these additional projects. Please review the attached spreadsheet which includes the estimate cost of the additional projects and the balances of the existing projects.

If you require additional information, please let me know.

Cordially,

Agapito Vargas, Jr.
Director, Hidalgo County Colonias Access Program

Cc: Commissioner A.C. Cuellar, Hidalgo County Precinct 1
Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2
Commissioner Jose M. Flores, Hidalgo County Precinct 3
Commissioner Joseph Palacios, Hidalgo County Precinct 4
Valde Guerra, Commissioner's Court Executive Officer (email)
Raul Lozano, Chief Administrator, Precinct 1
Raul Silguero, Chief Administrator, Precinct 2
Norma Ceballos, Executive Assistant, Precinct 3
Marcos Lopez, Executive Assistant, Precinct 4
John Paul Lugo, BCAP County-Wide Coordinator
Ray Eufracio, CPA; Hidalgo County Auditor
Martha Salazar, Hidalgo County Purchaser

Detail #	TWDB ID #	Colonia Name	Project Length (mi)	Authorized Project Amount			Hidalgo County Remaining Balances		
				Drainage	Max. Roadway	Total	Drainage Balance	Roadway Balance	Total Amount
Active Projects									
3C1080103	M1080103	Bernal Heights No. 1 -- Added Am. 5 (plans done in 2nd cal	0.16	$22,744.00	$62,921.52	$85,665.52	$20,117.20	$60,322.90	$80,440.10
3C1080230	M1080230	Dimas No. 3 -- Added Am. 5 (plans done in 2nd call)	0.43	$117,764.00	$177,785.13	$295,549.13	$117,764.00	$169,320.53	$287,084.53
3C1080600	M1080600	Randolph Barnett #1 -- X per Am. 1, added Am. 6	0.12	$32,650.00	$61,553.03	$94,203.03	$32,650.00	$53,098.05	$85,748.05
3C1080587	M1080587	Ramirez Subd. (comp. app.) -- X per Am. 1, added Am. 6	0.10	$0.00	$46,753.53	$46,753.53	$0.00	$39,510.57	$39,510.57
3C1080588	M1080588	Ramirez Subd. #2 (comp. app.) -- X per Am. 1, added Am. 6	0.10	$41,700.00	$50,000.00	$91,700.00	$41,700.00	$41,331.44	$83,031.44
3C1080589	M1080589	Ramirez Subd. #3 (comp. app.) -- X per Am. 1, added Am. 6	0.14	$34,650.00	$71,000.00	$105,650.00	$34,650.00	$61,130.16	$95,780.16
3C1080606	M1080606	Regal Estates -- X per Am. 1, added Am. 6	0.24	$65,200.00	$121,000.00	$186,200.00	$65,200.00	$106,078.90	$171,278.90
	M1080329	Hoehn Drive Subd.	1.60	$105,322.00	$351,700.63	$457,022.63	$70,167.15	$287,141.16	$357,308.31
									$1,200,182.06
New Projects									
3C1080855	M1080855	Ash Country	0.22	$32,400.00	$97,905.35	$130,305.35	$32,400.00	$85,861.96	$118,261.96
3C1080220	M1080220	Delta West Subd.	0.76	$41,600.00	$313,968.53	$355,568.53	$41,600.00	$279,595.92	$321,195.92
3C1080388	M1080388	La Milpa -- Added Am 6	0.15	$39,520.00	$59,864.79	$99,384.79	$39,520.00	$56,103.96	$95,623.96
3C1080727	M1080727	Tiejerina Estates -- Added Am. 5 (plans done in 1st call)	0.43	$111,307.45	$163,850.88	$275,158.33	$111,307.45	$163,637.09	$274,944.54
3C1080422		Lorenzana Subdivision							
3C1080314		Heidelburg Subdivision							
	M1080310	Havana Lomas #4	0.21	$28,710.00	$104,890.95	$133,600.95	$28,710.00	$104,890.95	$133,600.95
	M1080311	Havana Lomas #5	0.13	$25,150.00	$65,000.00	$90,150.00	$25,150.00	$65,000.00	$90,150.00
3C1080603	M1080603	Rankin Subdivision -- Added Am 6	0.55	$304,387.84	$275,000.00	$579,387.84	$304,387.84	$239,382.59	$543,770.43
3C1080260	M1080260	Engleman Estates -- Added Am 6	0.46	$43,954.00	$155,607.53	$199,561.53	$43,954.00	$142,975.95	$186,929.95
3C1080752	M1080752	Trenton Terrace	0.27	$140,840.00	$135,000.00	$275,840.00	$140,840.00	$105,922.66	$246,762.66
3D1080536	M1080536	Palm Lake Estates #1 (both)	1.28	$57,227.00	$140,622.00	$197,849.00	$57,227.00	$140,622.00	$197,849.00
3C1080780	M1080780	Vereda Tropical	0.24	$25,660.00	$119,307.18	$144,967.18	$25,660.00	$107,305.89	$132,965.89
									$2,342,055.26
To Be Deleted									
3C1080215	M1080215	De Anda Subd. (comp. app.)	0.12	$12,600.00	$51,725.18	$64,325.18	$12,600.00	$45,466.79	$58,066.79
3C1080779	M1080779	Valley View Estates -- Added Am. 1	0.32	$8,368.00	$136,555.34	$144,923.34	$8,368.00	$125,603.25	$133,971.25
3C1080790	M1080790	Village Grove #2	0.26	$0.00	$42,407.91	$42,407.91	$0.00	$37,596.92	$37,596.92
3C1080348	M1080348	Jardin Terrace Subd. -- X per Am. 1, added Am. 6	0.30	$55,600.00	$142,044.99	$197,644.99	$55,600.00	$142,044.99	$197,644.99
									$427,279.95

Project Totals	$3,542,237.32
BCAP 3rd Call Available Balance	$5,336,307.41
BCAP 3rd Call Unobligated Balance	$1,794,070.09

*Updated spreadsheet on 10/02/13 - Removed Blue Star Enterprises #2 as per email from Agapito Vargas on 09/26/13 and added Havana Lomas #4 & #5.
*Updated spreadsheet on 10/04/13 - processed invoice #57.

Detail #	TWDB ID #	Colonia Name	Project Length (mi)	Authorized Project Amount			Hidalgo County Remaining Balances		
				Drainage	Max. Roadway	Total	Drainage Balance	Roadway Balance	Total Amount
Active Projects									
3C1080103	M1080103	Bernal Heights No. 1 -- Added Am. 5 (plans done in 2nd call	0.16	$22,744.00	$62,921.52	$85,665.52	$20,117.20	$60,322.90	$80,440.10
3C1080230	M1080230	Dimas No. 3 -- Added Am. 5 (plans done in 2nd call)	0.43	$117,764.00	$177,785.13	$295,549.13	$117,764.00	$169,320.53	$287,084.53
3C1080600	M1080600	Randolph Barnett #1 -- X per Am. 1, added Am. 6	0.12	$32,650.00	$61,553.03	$94,203.03	$32,650.00	$53,098.05	$85,748.05
3C1080587	M1080587	Ramirez Subd. (comp. app.) -- X per Am. 1, added Am. 6	0.10	$0.00	$46,753.53	$46,753.53	$0.00	$39,510.57	$39,510.57
3C1080588	M1080588	Ramirez Subd. #2 (comp. app.) -- X per Am. 1, added Am. 6	0.10	$41,700.00	$50,000.00	$91,700.00	$41,700.00	$41,331.44	$83,031.44
3C1080589	M1080589	Ramirez Subd. #3 (comp. app.) -- X per Am. 1, added Am. 6	0.14	$34,650.00	$71,000.00	$105,650.00	$34,650.00	$61,130.16	$95,780.16
3C1080606	M1080606	Regal Estates -- X per Am. 1, added Am. 6	0.24	$65,200.00	$121,000.00	$186,200.00	$65,200.00	$106,078.90	$171,278.90
	M1080329	Hoehn Drive Subd.	1.60	$105,322.00	$351,700.63	$457,022.63	$70,167.15	$287,141.16	$357,308.31
									$1,200,182.06
New Projects									
3C1080855	M1080855	Ash Country	0.22	$32,400.00	$97,905.35	$130,305.35	$32,400.00	$85,861.96	$118,261.96
3C1080220	M1080220	Delta West Subd.	0.76	$41,600.00	$313,968.53	$355,568.53	$41,600.00	$279,595.92	$321,195.92
3C1080388	M1080388	La Milpa -- Added Am 6	0.15	$39,520.00	$59,864.79	$99,384.79	$39,520.00	$56,103.96	$95,623.96
3C1080727	M1080727	Tiejerina Estates -- Added Am. 5 (plans done in 1st call)	0.43	$111,307.45	$163,850.88	$275,158.33	$111,307.45	$163,637.09	$274,944.54
3C1080422	M1080422	Lorenzana Subdivision	0.196	$25,934.30	$98,074.46	$124,008.76	$25,934.30	$98,074.46	$124,008.76
3C1080314	M1080314	Heidelburg Subdivision	1.48	$97,300.00	$690,051.84	$787,351.84	$97,300.00	$690,051.84	$787,351.84
3C1080310	M1080310	Havana Lomas #4	0.21	$28,710.00	$104,890.95	$133,600.95	$28,710.00	$104,890.95	$133,600.95
3C1080311	M1080311	Havana Lomas #5	0.13	$25,150.00	$65,000.00	$90,150.00	$25,150.00	$65,000.00	$90,150.00
3C1080603	M1080603	Rankin Subdivision -- Added Am 6	0.55	$304,387.84	$275,000.00	$579,387.84	$304,387.84	$239,382.59	$543,770.43
3C1080260	M1080260	Engleman Estates -- Added Am 6	0.46	$43,954.00	$155,607.53	$199,561.53	$43,954.00	$142,975.95	$186,929.95
3C1080752	M1080752	Trenton Terrace	0.27	$140,840.00	$135,000.00	$275,840.00	$140,840.00	$105,922.66	$246,762.66
3D1080536	M1080536	Palm Lake Estates #1 (both)	1.28	$57,227.00	$140,622.00	$197,849.00	$57,227.00	$140,622.00	$197,849.00
3C1080780	M1080780	Vereda Tropical	0.24	$25,660.00	$119,307.18	$144,967.18	$25,660.00	$107,305.89	$132,965.89
3C1080642	M1080642	Barboza-Lopez No. 3	0.24	$25,488.00	$119,575.55	$145,063.55	$25,488.00	$119,575.55	$145,063.55
3C1080270	M1080270	Flora Subdivision	0.23	$23,152.00	$92,110.11	$115,262.11	$23,152.00	$92,110.11	$115,262.11
3C1080394	M1080394	La Pampa	0.25	$9,900.00	$93,460.46	$103,360.46	$9,900.00	$93,460.46	$103,360.46
3C10808894	M1080894	Martin Subdivision	0.199	$26,196.00	$82,317.02	$108,513.02	$26,196.00	$82,317.02	$108,513.02
3C1080691	M1080691	Southern Valley Estates	0.231	$50,858.00	$115,369.35	$166,227.35	$50,858.00	$115,369.35	$166,227.35
3C1080411	M1080411	Las Fuentes Subdivision	0.35	$66,252.70	$178,030.30	$244,283.00	$66,252.70	$178,030.30	$244,283.00
									$4,136,125.35
To Be Deleted									
3C1080215	M1080215	De Anda Subd. (comp. app.)	0.12	$12,600.00	$51,725.18	$64,325.18	$12,600.00	$45,466.79	$58,066.79
3C1080779	M1080779	Valley View Estates -- Added Am. 1	0.32	$8,368.00	$136,555.34	$144,923.34	$8,368.00	$125,603.25	$133,971.25
3C1080790	M1080790	Village Grove #2	0.26	$0.00	$42,407.91	$42,407.91	$0.00	$37,596.92	$37,596.92
3C1080348	M1080348	Jardin Terrace Subd. -- X per Am. 1, added Am. 6	0.30	$55,600.00	$142,044.99	$197,644.99	$55,600.00	$142,044.99	$197,644.99
									$427,279.95

Project Totals	$5,336,307.41
BCAP 3rd Call Available Balance	$5,336,307.41
BCAP 3rd Call Unobligated Balance	$0.00

*Updated spreadsheet on 10/02/13 - Removed Blue Star Enterprises #2 as per email from Agapito Vargas on 09/26/13 and added Havana Lomas #4 & #5.
*Updated spreadsheet on 10/04/13 - processed invoice #57.

AI-41550 **Planning Department 17. A.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Reimbursement of Financial Guarantee
a. Riviera Ranches Phase II Subdivision – Pct. 1 (Garco, Ltd.)
b. Moulin Rouge Subdivision – Pct. 4 (Garco, Ltd)
c. Palace Station Phase I Subdivision – Pct. 4 (Garco, Ltd.)
d. Paris Ranches Subdivision – Pct. 1 (BIC Development, Inc.)
e. Bally's Estates Subdivision – Pct. 4 (Garco, Ltd.)
f. MGM Grand Ranches Phase I Subdivision – Pct. 4 (Garco, Ltd)
g. Falcon's Nest Phase I Subdivision – Pct. 1 (Garco, Ltd)
h. Riviera Ranches Phase I Subdivision – Pct. 1 (Garco, Ltd)

BACKGROUND

Attachments

Riviera Ranch Phase II
Moulin Rouge
Palace Station Phase I
Paris Ranches
Bally's Estates
MGM Grand Ranches Phase I
Falcons Nest Phase I
Riviera Ranches Phase I

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	10/31/2013 10:22 AM
Manuel Chapa	Manuel Chapa	11/08/2013 09:37 AM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Nora Cavazos Started On: 10/30/2013 02:36 PM

Final Approval Date: 11/08/2013

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
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Fax (956) 318-2844

Engineering Projects Office
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Pharr, Texas 78577
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Precinct No. 1 Substation
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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONERS' COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: OCTOBER 23, 2013

RE: RIVIERA RANCHES PHASE II SUBDIVISION – PCT. 1

ON AUGUST 2, 2011, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY SEVEN (37) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A 3RD REIMBURSEMENT IN THE AMOUNT OF $9,000.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF SIX (6) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THIRTY FOUR (34) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR A 3RD REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $9,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$55,500.00
1ST REIMBURSEMENT	$ 6,000.00
2ND REIMBURSEMENT	$36,000.00
3rd REIMBURSEMENT	$ 9,000.00
BALANCE REMAINING	$ 4,500.00

Hidalgo County Planning Department

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HIDALGO COUNTY PLANNING DEPARTMENT

Date July 27 20 11

Received of: Garco, Ltd. $ 55,500.00

Fifty five thousand five hundred and 00/100 Dollars

Subdivision: Riviera Ranches Ph. 2

Cash ____ Check # 011657 M.O. # ____

Received by: [signature]

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	55,500.00
Other	
TOTAL	55,500.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 64716 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Customer Service (956) 380-8530
P.O. Box 810 Edinburg, TX 78540-0810

80-2141
1149

011657

5/17/2011

PAY TO THE ORDER OF HIDALGO COUNTY $ **55,500.00

Fifty-Five Thousand Five Hundred and 00/100********** DOLLARS

HIDALGO COUNTY

[signature]

MEMO RIVIERA RANCHES II - SEPTIC TANK ESCROW

⑈011657⑈ ⑆114921451⑆ ⑈0140003924⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

October 23,2013
Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: Riviera Ranches Sub. PH - 2

Dear Mr. Sesin:

According to our records, 34 of 37 lots in **Riviera Ranches Sub. PH-2** have a septic tank systems installed and can be expected to function properly.**Riviera Ranches Sub. PH-2** is located on Valverde Rd. and Moore Rd. Alamo, Tx.

Sincerely,

Ruben Hernandez
Environmental Health
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONERS' COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: OCTOBER 23, 2013

RE: MOULIN ROUGE SUBDIVISION – PCT. 4

ON AUGUST 31, 2010, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWELVE (12) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A 3RD REIMBURSEMENT IN THE AMOUNT OF $3,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF THREE (3) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TEN (10) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR A 3RD REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $3,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$12,000.00
1ST REIMBURSEMENT	$ 5,000.00
2nd REIMBURSEMENT	$ 2,000.00
3rd REIMBURSEMENT	$ 3,000.00
BALANCE REMAINING	$ 2,000.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Aug. 12 20 10

Received of: Garco, Ltd. $ 12,000.00

Twelve thousand and 00/100 Dollars

Subdivision: Moulin Rouge

Cash ____ Check # 010848 M.O. # ____

Received by: Noel Castillo

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
№ 62840-2

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank -(12)	12,000.00
Other	
TOTAL	12,000.00

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Customer Service (956) 380-8830
P.O. Box 610 Edinburg, TX 78540-0610

80-2141
1149

010848

7/13/2010

PAY TO THE ORDER OF HIDALGO COUNTY $ **12,000.00

Twelve Thousand and 00/100********** DOLLARS

HIDALGO COUNTY

MEMO MOULIN ROUGE

⑈010848⑈ ⑆114921415⑆ ⑈0140003924⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

October 23, 2013
Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: MOULIN ROUGE SUBDIVISION

Dear Mr. Sesin:

According to our records, 10 of 12 lots in **MOULIN ROUGE SUBDIVISION** have a septic tank systems installed and can be expected to function properly, **MOULIN ROUGE SUBDIVISION** is located on Tower Rd. and Sioux Rd. Alamo, Tx.

Sincerely,

Ruben Hernandez
Environmental Health
Health Inspector II

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: NOVEMBER 12, 2013

RE: PALACE STATION PHASE I SUBDIVISION – PCT. 4

ON MARCH 14, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A LETTER OF CREDIT OF $8,000.00 FOR EIGHT (8) SEPTIC TANK SYSTEMS FOR THE ABOVE REFERENCED SUBDIVISION. ON FEBRUARY 27, 2012, THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF FIVE THOUSAND DOLLARS TO SECURE THE INSTALLATION OF THE REMAINING FIVE (5) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF TWO THOUSAND DOLLARS ($2,000.00). THIS REFLECTS THE INSTALLATION OF TWO (2) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FIVE (5) OUT OF EIGHT (8) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $2,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

REPLACEMENT AMOUNT	$ 5,000.00
1ST REIMBURSEMENT	$ 2,000.00
BALANCE	$ 3,000.00

Hidalgo County Planning Department

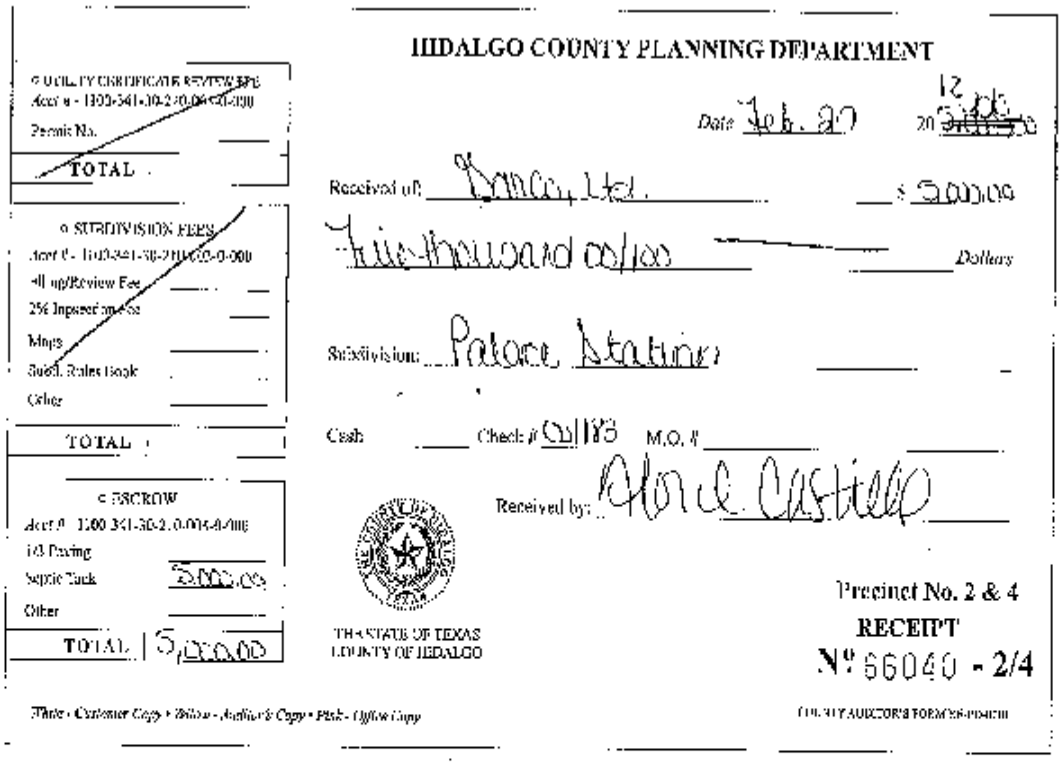
Raul E. Sesin, PE, CFM
Planning Administrator

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Edinburg, Texas 78542
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Fax (956) 205-7049



HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb. 27 20

Received of: Dana, Ltd. $ 2,000.00

Two thousand and no/100 Dollars

Subdivision: Palace Station

Cash ____ Check # 2113 M.O. # ____

Received by: Alma L. Castillo

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
No 66040 - 2/4

TOTAL

SUBDIVISION FEES
Fill up/Review Fee
Maps
Subd. Rules Book
Other
TOTAL

ESCROW
Septic Tank 5,000.00
Other
TOTAL 5,000.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Hidalgo County Planning Department

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

October 24th 2013
Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: PALACE STATION PH-1 SUBDIVISION

Dear Mr. Sesin:

According to our records, **5** of **8** lots in **PALACE STATION PH-1 SUBDIVISION** have a septic tank systems installed and can be expected to function properly.**PALACE STATION PH-1 SUBDIVISION** is located on Tower Rd. and Canton Rd. Edinburg, Tx.

Sincerely,

Elizardo "Chardo" Ramos
Environmental Health
Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONERS' COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: NOVEMBER 12, 2013

RE: PARIS RANCHES SUBDIVISION – PCT. 1

ON JULY 26, 2011, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF $15,000.00 WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TEN (10) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A 2ND REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF SIX THOUSAND DOLLARS ($ 6,000.00), THIS REFLECTS THE INSTALLATION OF FOUR (4) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT NINE (9) OUT OF TEN (10) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR 2ND REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $6,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 15,000.00
1ST REIMBURSEMENT	$ 7,500.00
2ND REIMBURSEMENT	$ 6,000.00
BALANCE	$ 1,500.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date July 1 20 11

Received of: BIC Development Corp. $ 15,000.00

Fifteen thousand and 00/100 Dollars

Subdivision: Paris Ranches

Cash _____ Check # 1021 M.O. # _____

Received by: _____

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank - 10' –	15,00000
Other	
TOTAL	15,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 64736 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

BIC DEVELOPMENT CORP
3910 W. Freddy Gonzalez Dr.
Edinburg, TX 78539
Office: 956-383-6295
Fax: 956-381-1176

First National Bank
P.O. Box 810
Edinburg, TX 78540-0810
Customer Service 956-380-8530
88-2141/1149

1021

6/21/2011

PAY TO THE ORDER OF HIDALGO COUNTY $ **15,000.00

Fifteen Thousand and 00/100********** DOLLARS

Security features included. Details on back.

HIDALGO COUNTY

MEMO PARIS RANCHES-SEPTIC TANK ESCROW

AUTHORIZED SIGNATURE MP

⑈001021⑈ ⑆114921415⑆ ⑈0400201441⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

October 23, 2013
Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: PARIS RANCHES SUBDIVISION

Dear Mr. Sesin:

According to our records, 9 of 10 lots in **PARIS RANCHES SUBDIVISION** have a septic tank systems installed and can be expected to function properly, **PARIS RANCHES SUBDIVISION** is located on FM 107 and MILE 6 WEST, Elsa, Tx.

Sincerely,

Elizardo "Chardo" Ramos
Environmental Health
Division Manager

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONERS' COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: NOVEMBER 12, 2013

RE: BALLY'S ESTATES SUBDIVISION – PCT. 4

ON NOVEMBER 30, 2004, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A LETTER OF CREDIT FOR THE INSTALLATION OF SEVENTY FIVE SEPTIC TANKS FOR THE ABOVE REFERENCED SUBDIVISION. ON FEBRUARY 27, 2012, THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF ELEVEN THOUSAND DOLLARS ($11,000.00) TO SECURE THE INSTALLATION OF THE REMAINING ELEVEN (11) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF TWO THOUSAND DOLLARS ($2,000.00). THIS REFLECTS THE INSTALLATION OF TWO (2) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SIXTY SIX (66) OUT OF SEVENTY FIVE (75) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $2,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT ($1,000.00)

REPLACEMENT AMOUNT	$ 11,000.00
1ST REIMBURSEMENT	$ 2,000.00
BALANCE	$ 9,000.00

Hidalgo County Planning Department

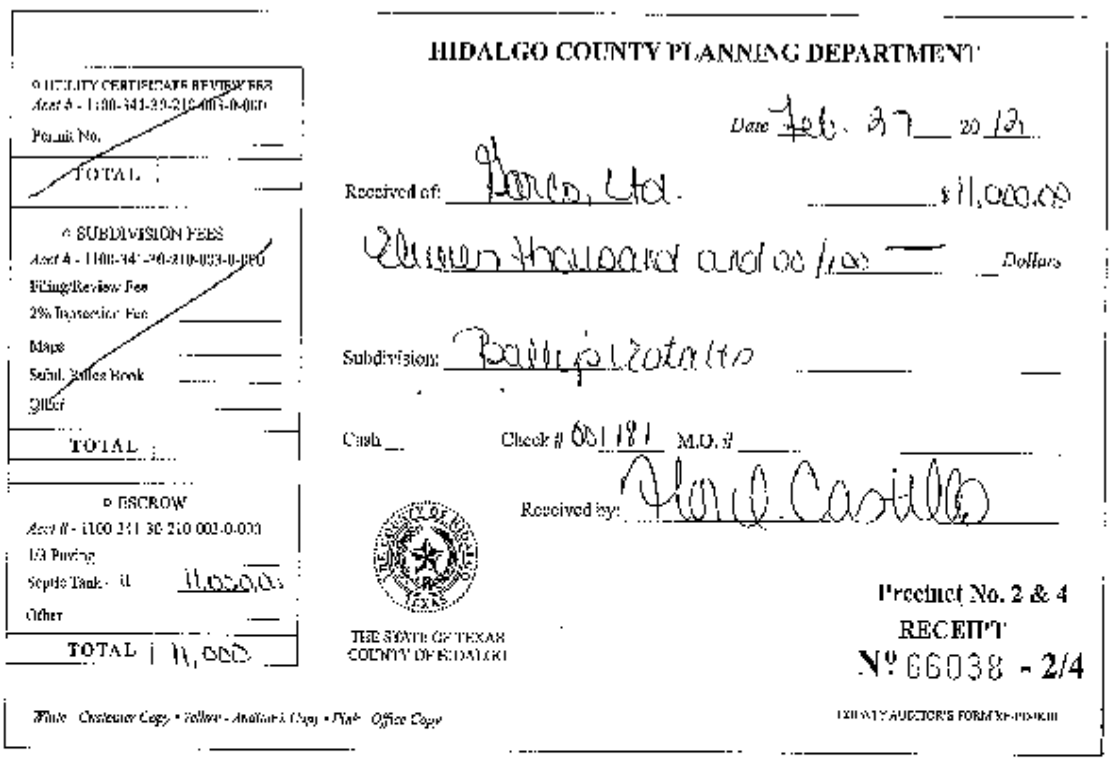
Raul E. Sesin, PE, CFM
Planning Administrator

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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049



HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb. 27 20 12

Received of: Ponds, Ltd. $1,000.00

One thousand and 00/100 Dollars

Subdivision: Bentsen Estates

Cash Check # 001181 M.O. #

Received by: Hilda Castillo

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
№ 66038 - 2/4

- UTILITY CERTIFICATE REVIEW FEE
Acct # - 1100-341-20-210-0003-0-000
Permit No.
TOTAL

- SUBDIVISION FEES
Acct # - 1100-341-20-210-003-0-000
Filing/Review Fee
2% Inspection Fee
Maps
Subd. Rules Book
Other
TOTAL

- ESCROW
Acct # - 1100 341 20 210 003-0-000
ED Paving
Septic Tank - 11 11,000.00
Other
TOTAL 11,000

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM No. 0150.01

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Edinburg, Texas 78542
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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

October 24,2013
Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: Bally's Est.Sub.

Dear Mr. Sesin:

According to our records, **66 of 75** lots in **Bally's Est. Sub.** have a septic tank systems installed and can be expected to function properly,**Bally's Est. Sub.** is located on Canton Rd. and Tower Rd. Alamo, Tx.

Sincerely,

Elizardo "Chardo " Ramos
Environmental Health
Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Hidalgo County Planning Department

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Planning Administrator

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Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONERS' COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: NOVEMBER 12, 2013

RE: MGM GRAND RANCHES PHASE I SUBDIVISION – PCT. 4

ON FEBRUARY 24, 2004, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A LETTER OF CREDIT TO SECURE THE INSTALLATION OF FIFTY THREE (53) SEPTIC TANK SYSTEMS FOR THE ABOVE REFERENCED SUBDIVISION. ON AUGUST 31, 2012, THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF ELEVEN THOUSAND NINE HUNDRED DOLLARS ($11,900.00) TO SECURE THE INSTALLATION OF THE REMAINING FOURTEEN (14) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED FIFTY DOLLARS ($2,550.00). THIS REFLECTS THE INSTALLATION OF THREE (3) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FORTY TWO (42) OUT OF FIFTY THREE (53) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $2,550.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT ($850.00)

REPLACEMENT AMOUNT	$ 11,900.00
1ST REIMBURSEMENT	$ 2,550.00
BALANCE	$ 9,350.00

Hidalgo County Planning Department

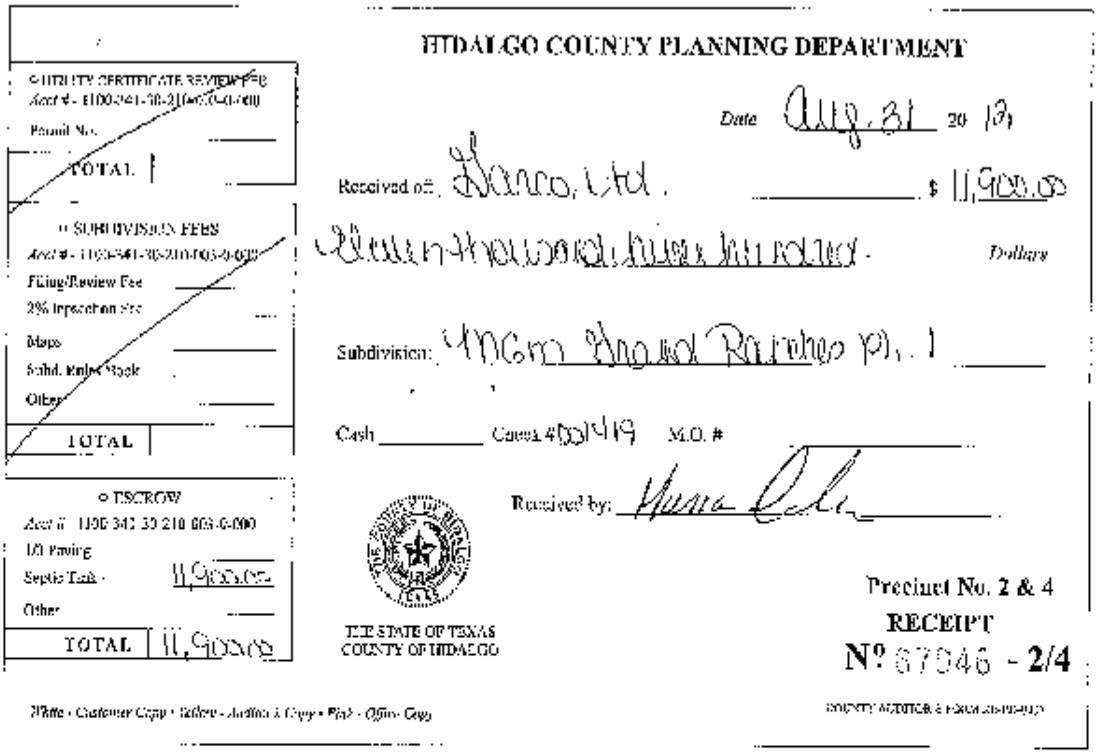
Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049



HIDALGO COUNTY PLANNING DEPARTMENT

Date Aug. 31 20 13

Received of: Dana, Ltd. $ 11,900.00

Eleven thousand nine hundred ----------- Dollars

Subdivision: Vinca Road Ranchettes

Cash _____ Check # 00419 M.O. # _____

Received by: _____

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
No 67946 - 2/4

UTILITY CERTIFICATE REVIEW FEE
Acct # - 1100-341-30-210-003-0-000
Permit No. _____
TOTAL

SUBDIVISION FEES
Acct # - 1100-341-30-210-003-0-000
Filing/Review Fee _____
2% Inspection Fee _____
Maps _____
Subd. Rules/Book _____
Other _____
TOTAL

ESCROW
Acct # 1100 341 30 210 003-0-000
I/D Paving _____
Septic Tank 11,900.00
Other _____
TOTAL 11,900.00

White - Customer Copy · Yellow - Auditor's Copy · Pink - Office Copy

COUNTY AUDITOR'S FISCAL RECORD

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
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Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

Oct 24th,2013
Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE:MGM GRAND RANCHES PH - 1

Dear Mr. Sesin:

According to our records, 42 of 53 lots in MGM GRAND RANCHES PH-1 have a septic tank systems installed and can be expected to function properly, MGM GRAND RANCHES PH-1 is located on Alamo Rd. and Curry Rd. Edinburg , Tx.

Sincerely,

Ruben Hernandez
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
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Precinct No. 3 Substation
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Fax (956) 205-7049

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONERS' COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: NOVEMBER 12, 2013

RE: FALCON'S NEST PHASE I SUBDIVISION NO. 1 – PCT. 4

ON NOVEMBER 14, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A LETTER OF CREDIT TO SECURE THE INSTALLATION OF TWENTY FOUR (24) SEPTIC TANK SYSTEMS FOR THE ABOVE REFERENCED SUBDIVISION. ON FEBRUARY 27, 2012 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF NINE THOUSAND DOLLARS TO SECURE THE INSTALLATION OF THE REMAINING NINE (9) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF TWO THOUSAND DOLLARS ($2,000.00). THIS REFLECTS THE INSTALLATION OF TWO (2) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SEVENTEEN (17) OUT OF TWENTY FOUR (24) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $2,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

REPLACEMENT AMOUNT	$ 9,000.00
1ST REIMBURSEMENT	$ 2,000.00
BALANCE	$ 7,000.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb. 27 2012

Received of: Garco, Ltd. $ 9,000.00

Nine thousand and 00/100 Dollars

Subdivision: Falcon's Nest

Cash ____ Check # 001182 M.O. # ____

Received by: Yoni L. Castillo

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank - Q	9,000.00
Other	
TOTAL	9,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 66039 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

Lone Star National Bank 88-1168/1149
We Make Banking Easy!
1-800-580-0322 ext. 2444

001182

2/22/2012

PAY TO THE ORDER OF HIDALGO COUNTY $ **9,000.00

Nine Thousand and 00/100********** DOLLARS

HIDALGO COUNTY

MEMO FALCON'S NEST SEPTIC TANK ESCROW

⑈001182⑈ ⑆114911687⑆ 710 13539⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

October 24,2013
Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: FALCON'S NEST SUBDIVISION

Dear Mr. Sesin:

According to our records, **17** of **24** lots in **FALCON'S NEST SUBDIVISION** have a septic tank systems installed and can be expected to function properly,**FALCON'S NEST SUBDIVISION** is located on FM 2812 and Kenyon Rd. Alamo, Tx.

Sincerely,

Elizardo "Chardo " Ramos
Environmental Health
Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

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Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONERS' COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: NOVEMBER 12, 2013

RE: RIVIERA RANCHES PHASE I SUBDIVISION – PCT. 1

ON DECEMBER 13, 2010, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY SEVEN (27) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A 3RD REIMBURSEMENT IN THE AMOUNT OF $1,000.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWENTY SIX (26) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR A 3RD REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$27,000.00
1ST REIMBURSEMENT	$19,000.00
2nd REIMBURSEMENT	$ 6,000.00
3RD REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 1,000.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Edinburg, Texas 78542
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Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Nov. 30 20 10

Received of: Garco, Ltd. $ 27000.00

Twenty seven thousand and 00/100 Dollars

Subdivision: Riviera Ranches

Cash _____ Check # 011112 M.O. # _____

Received by: Glori Cortez

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
No 63379-2

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank -	27,000.00
Other	
TOTAL	27,000.00

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Member FDIC
Customer Service (956) 380-8530
P.O. Box 810 Edinburg, TX 78540-0810

80-2141
1149

011112
11/16/2010

PAY TO THE ORDER OF HIDALGO COUNTY $ **27,000.00

Twenty-Seven Thousand and 00/100********** DOLLARS

HIDALGO COUNTY

MEMO RIVIERA RANCHES

⑈011112⑈ ⑆114921415⑆ ⑈0140003924⑈

Visit Hidalgo County Planning Department on the web at www.co.hidalgo.tx.us

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

October 24,2013
Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: Riviera Ranches Sub. PH - 1

Dear Mr. Sesin:

According to our records, **26** of 27 lots in **Riviera Ranches Sub. PH-1** have a septic tank systems installed and can be expected to function properly.**Riviera Ranches Sub. PH-1** is located on Valverde Rd. and Moore Rd. Alamo, Tx.

Sincerely,

Ruben Hernandez
Environmental Health
Health Inspector II

AI-41742 **Precinct #3** **18. A.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo County Commuter Rail District:
1. Accept resignation of the Precinct 3 member of the HCCRD Board of Directors
2. Appointment of James Barnes as Pct. 3 member of the HCCRD Board of Directors

BACKGROUND

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/08/2013 11:27 AM
Manuel Chapa	Manuel Chapa	11/08/2013 01:25 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Monica Badillo Started On: 11/08/2013 11:15 AM

Final Approval Date: 11/08/2013

Mr. Flores asked me to follow through for him requesting this item be submitted for the next Commissioners Court meeting Agenda:

Precinct 3

Appointee to the Commuter Rail District Board of Directors

1. Resignation of the Precinct 3 Member of the H.C.C.R.D Board of Directors.

2. Appointment (and action if necessary) of James Barnes as the Precinct 3 Member of the H.C.C.R.D. Board of Directors.

Thank you,

Frank Traver

AI-41674 **Purchasing Department 19. A. 1.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final negotiated contracts and/or documents between Hidalgo County and Blue Cross Blue Shield of Texas and Dearborn National (No. 1 ranked providers) for the "Third Party Administration, Individual Stop Loss for Self Funded Medical Plan, Group Term Life and Accidental Death and Dismemberment", project. (No.: 2013-143-10-16-CGA)

BACKGROUND

Presentation made by Hidalgo County Health Insurance Consultant.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-2201-415-00-115-010-0-524

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

FISCAL YEAR: 2014 **ACCT. #:** 4-2201-415-00-115-010-0-350

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Pursuant to the 2014 Adopted Budget....obj. code 212.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/06/2013 02:08 PM
Budget & Management	Obdett Calzada	11/06/2013 03:49 PM
Auditor's Office	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Gricelda Villarreal Started On: 11/06/2013

Final Approval Date: 11/08/2013

AI-41519 **Purchasing Department 19. A. 2.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting Authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: "Hidalgo County Pool of Professional Services" for the following:
1. Architectural Services (RFQ No. 2014-002-12-11-YSS)
2. Engineering Services (RFQ No. 2014-003-12-11-YZV)
3. Engineering Services Geotechnical & Construction Material Testing (RFQ No. 2014-004-12-11-SMA)
4. Construction Management Services (RFQ No. 2014-005-12-11-MSS)
5. Appraiser Services (RFQ No. 2014-006-12-11-SGS)
6. Surveyor Services (RFQ No. 2014-007-12-11-MEG)

for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol - as established by CC) per project by Hidalgo County Commissioners Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective February 09, 2014 through March 15, 2015.

BACKGROUND

This is a County wide project and funding would need to be available and budgeted by user department. Pool of Professional Services will include all funding sources (i.e. R&B, CIP, CAP, General Fund, All Grants, etc) from all County Departments, Programs, and Entities.
Proposed schedule of events:
Advertisement Dates:
1st November 16, 2013
2nd November 23, 2013
3rd November 30, 2013
RFQ Due Date: December 11, 2013

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** various

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Used on an as needed basis. No funding required at this time.

Attachments

Professional Surveying Services

14-002-Pofessional Architecural Services

RFQ-14-003-Professional Engineering Services Packet

Professional Eng. Svcs-Construction Material & Geo Technical Testing

2014-005-12-11-MSS -CONSTRUCTION MANAGEMENT SVCS POOL

Professional Appraisers Services Pool

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/05/2013 12:12 PM
Budget & Management	Obdett Calzada	11/06/2013 02:12 PM
Auditor's Office	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Yvette Islas Started On: 10/30/2013 09:03 AM

Final Approval Date: 11/08/2013

DRAFT

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

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications-**"Professional Surveyors Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2014-007-12-11-MEG

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

DRAFT

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Surveyors Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2014-007-12-11-MEG

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

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

_____, 2013
Date

DRAFT

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SURVEYORS SERVICES POOL

RFQ No.: 2014-007-12-11-MEG

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____
SIGNATURE DATE

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

RFQ NO: 2014-007-12-11-MEG

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DRAFT

Project Buyer Contact Information:

Elena Gomez, Buyer II
(956) 292-7000 Ext. 4855
elena.gomez@co.hidalgo.tx.us

1. Sealed Qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveyors Services Pool"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 Qualifications.

2. One (1) original, seven (7) copies of all Qualifications and two (2) CDs in PDF Format are required with the respondent'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, ***RFQ– 2014-007-12-11-MEG-HIDALGO COUNTY*** *(Including all funding sources, programs, and entities)* **"Professional Surveyors Services Pool"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualifications considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. 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 qualification 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.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Surveyors Services Pool"**
  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
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. **SCHEDULE OF EVENTS**

Qualification Opening, 9:30 A.M.	**December 11, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

16. **HIDALGO COUNTY APPROVED HOLIDAYS-**

2014 YEAR	
New Year's Day	12/31/12 and 01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	04/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Veteran's Day	11/11/13
Thanks Giving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

17. **~~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 respondents are also 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 qualification, and prior to commencement of the actual work, the respondent 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 materialmen 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.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFQ, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any

vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. 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 respondent 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. Closner, Edinburg, Texas 78539—Hidalgo County Courthouse.

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

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;

- Be otherwise qualified and eligible to receive an award.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

DRAFT

REQUEST FOR QUALIFICATIONS
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Surveyors Services Pool"
RFQ NO: 2014-007-12-11-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. 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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

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

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

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

RFQ № 2013-005-12-05-MEG

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Surveyors (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **February 9, 2013** and ending **February 8, 2014.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Surveyors Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)-**REQUEST FOR QUALIFICATIONS** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the REQUEST FOR QUALIFICATIONS:

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number 2014-007-12-11-MEG, Project Title "Professional Surveying Services" , and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, Qualifications and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County

DISCLOSURE OF CONFLICT OF INTEREST:

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

statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, 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:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents 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 vendor's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent 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 competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or Request for Qualifications procedures must be received in the Purchasing Department via facsimile to (956) 292-7612 or via e-mail: **elena.gomez@co.hidalgo.tx.us BY NO LATER THAN Wednesday December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

DRAFT

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 may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with surveying firm(s) that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey benchmark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement for Qualifications.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

d) Ability to commence services immediately after successfully negotiating a contract for services.

e) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

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

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications required by State of Texas.

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

DRAFT

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

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

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3. **STAFFING:**

25 points

   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in RFQ.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

DRAFT

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

RFQ № 2013-005-12-05-MEG

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-12-11-MEG

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

1. RESPONSIVENESS (30) POINTS

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity – Brevity
   F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeless of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. STAFFING (25) POINTS

   A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
   B. Key personnel
   C. Required discipline skills

GRAND TOTAL **100 Points**

DRAFT

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-12-11-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL _____
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL _____
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL _____
	Total Score	

DRAFT

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT C

INSURANCE REQUIRMENTS

PROFESSIONAL SERVICES

(i.e. Engineers, Architects, Appraisers & Surveyors)

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

RFQ № 2013-005-12-05-MEG

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 THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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 BY 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

CIQ
CONFLICT OF INTEREST

HIDALGO COUNTY
(Including all Funding Sources, Programs, and Entities)
REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

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

Adopted 06/29/2007

APPLICATION & W-9

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

RFQ № 2013-005-12-05-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/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

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

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:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–			–				

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. citizen or other U.S. person (defined below).

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** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit "E"

PROPOSER'S AFFIDAVIT

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

RFQ № 2013-005-12-05-MEG

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"

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 _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____

DEBARMENT

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

RFQ № 2013-005-12-05-MEG

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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Architectural Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2014-002-12-11-YSS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss

Enclosures

DRAFT

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Architectural Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2014-002-12-11-YSS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment B –Procurement Form –Areas of Specialization	1
5.	Exhibit B, Evaluation Criteria	3
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

DRAFT

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

November 18, 2013
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Architectural Services Pool"

RFQ NO: 2014-002-12-11-YSS

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DRAFT

Project Buyer Contact Information:

Yvette Salinas, Buyer III
(956) 292-7000 Ext. 4874
yvette.salinas@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Architectural Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent'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, ***RFQ – 2014-002-12-11-YSS-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Architectural Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualifications are 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

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their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. 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 qualification 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.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Architectural Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code,

DRAFT

item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11, 2013**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY PROPOSED HOLIDAYS

2013 YEAR	
New Year's Day	12/31/13 and 01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanksgiving Day	11/27/14 and 11/28/14
Christmas Day	12/24/14 and 12/25/14

17. ~~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 respondents are also 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 qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

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- ~~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 materialmen 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.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform

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themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. 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 respondent 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. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

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

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;

DRAFT

- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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

DRAFT

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 respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

DRAFT

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Architectural Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. 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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

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

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL SERVICES POOL

RFQ No.: 2014-002-12-11-YSS

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The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period starting **February 9, 2014 and ending March 15, 2015**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Professional Architectural Services Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed and clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

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

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

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

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purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Respondents, 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: Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents 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 vendor's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, November 21, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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technicalities when it is in the best interest of Hidalgo County.

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

TERM OF POOL: The pool term is for a period beginning **February 9, 2014 and ending March 15, 2015**, or upon completion of project(s) unless project specific for more than this time period.

DAVIS BACON ACT: All selected and awarded firms are required to include to the Davis-Bacon Act when advertising and developing project specifications when applicable.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section.

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

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent architectural firm(s),that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects
- Projects located in this general region of the state

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

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

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any current AMERICAN INSTITUTE OF ARCHITECTS, licenses. The architectural firm(s) should include copies of their current Professional Liability Insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

DRAFT

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, this section should include, but not be restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of architectural certification from the Texas Board of Architectural Examiners.
3. General list of construction projects within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

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

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SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS: The evaluation system consists of a 100-point system.

1. Professional Qualifications of Team (25)

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

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Résumés' of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be a certified AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

DRAFT

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The statement of qualifications shall include the following:

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

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

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

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, or Elected Official, or User Department, in need of Professional Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

DRAFT

2. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm.

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

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ATTACHMENT "B"
PROCUREMENT FORM-AREAS OF SPECIALIZATION
HIDALGO COUNTY-PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ NO: 2014-002-12-11-YSS

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Architect's Registration No.:	_____

Area of Specialization:			
	Design and Construction of Multi-Level Parking Structures		Design for New Construction
	Pre-Design Services		Design for Alterations/Renovations
	Space Planning		Interior Design
	Needs Assessment		Programming
	ADA Compliance		Forensic Studies
	Code Analysis		Cost Estimating
	Master Planning		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

DRAFT

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

1. Professional Qualifications of Firm (25)

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

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..
Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Firm/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Firm Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project Firm composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés 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 various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.
Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of

DRAFT

discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.
Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..
Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

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

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.
Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

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EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2014-002-12-11-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provide information on proposed professional Firm experience	5	
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	
Comments/Rationale For Points:		TOTAL _____
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ One technical staff member with five (5) years experience	5	
➢ One technical staff member with ten (10) years experience	5	
Comments/Rationale For Points:		TOTAL _____
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/ proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
Comments/Rationale For Points:		TOTAL _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

SAMPLE

Project Name:_____ Department:_____

Firm/Participant Name:_____

Evaluator's Signature/Name:_____ 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.

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<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> 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 THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER 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 BY 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

SAMPLE

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

DRAFT

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

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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

Adopted 06/29/2007

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PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "PROFESSIONAL ARCHITECTURAL POOL"

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: _____

DRAFT

Subscribed and sworn to before me this _____day of _____, 20___.

_____

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, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: 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 _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

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.: _____

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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: _____

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Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [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/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* 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.)

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

Privacy Act Notice

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

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

Certification
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

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

DRAFT

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

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2014-003-12-11-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2014-003-12-11-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	9
4.	Exhibit B, Evaluation Criteria	3
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

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

November 18, 2013
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2014-003-12-11-YZV

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL***"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent'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, ***RFQ No.: 2014 -003-12-11- "HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **PROFESSIONAL ENGINEERING SERVICES POOL***",* and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

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8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. 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 qualification 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.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  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:

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HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11, 2013**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

16. HIDALGO COUNTY HOLIDAYS

2013 YEAR	
New Year's Day	12/31/13 and 01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanksgiving Day	11/27/14 and 11/28/14
Christmas Day	12/24/14 and 12/25/14

17. ~~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 respondents are also 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 qualification, and prior to commencement of the actual work, the respondent 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 materialmen 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.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. 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 respondent 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. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

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

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and

acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. 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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

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

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

DRAFT

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2014-003-12-11-YZV

DRAFT

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **February 8, 2014 and ending March 15, 2015**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

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

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

DISCLOSURE OF CONFLICT OF INTEREST:

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

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

PROPOSER'S AFFIDAVIT:

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

NON-DISCRIMINATION:

Respondents, 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:

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

ELECTRONIC TRANSMISSION OF RFQ's:

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

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Respondents 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 vendor's ability.

RESPONDENT DEFAULT:

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

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RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Wednesday, December 04, 2013** at 5:00 p.m. Responses will be sent to all applicants by **Friday, December 06, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project 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.

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

FIRM QUALIFICATIONS:

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The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

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

What does your firm specialize in?

Minimum experience: Years? _____ Projects? _____

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

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications and assurance as required by the STATE OF TEXAS. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

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B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes

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- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

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

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PART III – SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (25)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY**

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

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

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

   Responsiveness to RFQ:
   - Response is Clear;
   - Response is Well Organized;
   - Easy to Evaluate;
   - Appropriate to this RFQ

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

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numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

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EXHIBIT B

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2014-003-12-11-YZV

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EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

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

1. PROFFESIONAL QUALIFICATIONS OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

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

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. METHODOLOGY (20)

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

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
- Response is Clear;
- Response is Well Organized;
- Easy to Evaluate;
- Appropriate to this RFQ

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

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

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

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EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL _____
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL _____
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Firm/Participant's Name:_____

Evaluator: _____Department: _____

Project Name:_____Date:_____

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PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2014-003-12-11-YZV

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Firm's Registration No.:	_____

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
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 THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER 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 BY 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

SAMPLE

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

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

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

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

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or 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 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 _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: 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**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

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:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–		–				

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. citizen or other U.S. person (defined below).

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 ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2014-003-12-11-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

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

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"***Professional Engineering Services-Construction Materials & Geo Technical Testing Pool***"
RFQ No.: 2014-004-12-11-SMA

Dear Respondent:

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.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"
RFQ NO: 2014-004-12-11-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	**1**
2.	Request for Qualifications, Legal Notice	**9**
3.	Exhibit A, Requirements	**8**
4.	Attachment A- Schedule of Services and Related Fees	**4**
5.	Exhibit B, Evaluation Criteria and Evaluation Form	**2**
6.	Exhibit C, Insurance Requirements,	**4**
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	**1**
8.	Exhibit E, Proposer's Affidavit	**1**
9.	Vendor/Bidder Application and W-9 form	**6**
10.	Certification Regarding Debarment	**1**
11.	RFQ Submittal Check List	**1**

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

November 18 , 2013
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. **One (1) original, seven (7) copies** of all qualifications and **two (2) CDs in PDF Format** are required with the respondent'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, ***RFQ–2014-004-12-11-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials &Geo Technical Testing Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 11, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. 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 qualification 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.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) *Professional Engineering Services-Construction Materials & Geotechnical Testing Pool",***
  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
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11 , 2013**
Award of Contract:	2013
Commence Work or Deliver Products:	2013

16. HIDALGO COUNTY PROPOSED HOLIDAYS (tentatively):

2014 YEAR	
New Year's Day	**01/01/14**
Martin Luther King Day	**01/20/14**
President's Day	**02/17/14**
Good Friday	**04/18/14**
Easter	**04/21/14**
Memorial Day	**05/26/14**
Independence Day	**07/04/14**
Labor Day	**09/01/14**
Columbus Day	**10/13/14**
Veteran's Day	**11/11/14**
Thanksgiving Day	**11/27/14 and 11/28/14**
Christmas Day	**12/25/14 and 12/26/14**
New Year's Eve	**12/31/14**

17. ~~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 respondents are also 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 qualification, and prior to commencement of the actual work, the respondent 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 materialmen 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.~~

18. 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 qualification 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.

- **NOTICE:**

  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. 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 respondent 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. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

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

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services
"Construction Materials & Geo Technical Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. 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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

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

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 8, 2014 and ending March 15, 2015**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ NO: 2014-004-12-11-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. , Project Name, Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

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

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

DISCLOSURE OF CONFLICT OF INTEREST:

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

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

PROPOSER'S AFFIDAVIT:

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

NON-DISCRIMINATION:

Respondents, 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 RFQ's:

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 vendor's ability.

RESPONDENT DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:

Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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:

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

TERM OF POOL:

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

DAVIS BACON ACT (if applicable):

All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

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 may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

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

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. 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. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

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

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

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

   The statement of qualifications shall include the following:

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

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

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

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only *Refer back to requirements page 8, negotiations process*

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

27	Laptop Computer Rental (w/ Printer)	$	/Mo.
28	Concrete Beam Breaker	$	/Day
29	Concrete Beam Breaker	$	/Wk
30	Concrete Beam Breaker	$	/Mo.
31	Vacuum Extractor	$	/Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC	
33	Miscellaneous Expenses	Cost +	%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**	
	SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$	Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$	Ea
Tex-104-E	Determination of Liquid Limit of Soils	$	Ea
Tex-105-E	Determination of Plastic Limit of Soils	$	Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$	Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$	Ea
Tex-108-E	Determination of Specific Gravity of Soils	$	Ea
Tex-110-E	Part I Sieves thru 40	$	Ea
	Part II Sieves thru 200	$	Ea
	Additional Sieves	$	Ea
Tex-111-E	Minus 200 Sieve Analysis	$	Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$	Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$	Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$	Ea
	Disturbed Soils and Base Materials (Part II)	$	Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$	Ea
Tex-128-E	Determination of Soil pH	$	Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$	Ea
	HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$	Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$	Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$	Ea
Tex-203-F	Sand Equivalent Test	$	Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

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

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. 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. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

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

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

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

➢ Responsiveness to RFQ:
  - Response is Clear
  - Response is Well Organized
  - Easy to Evaluate
  - Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

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

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)**		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Project Name:: _____

Department::_____

Firm/Participant:Name:_____

Evaluator:_____ Date:_____

EXHIBIT C

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

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 THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					UCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

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

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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 <u>must be presented</u> 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

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

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

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

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or 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 _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–		–				

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. citizen or other U.S. person (defined below).

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 ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/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 e-mail: 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
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **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.:

Revised12/14/06

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:

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.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response. .

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

PURCHASING DEPARTMENT
County Of Hidalgo

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Construction Management Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2014-005-12-11-MSS

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.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

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

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ms

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Construction Management Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2014-005-12-11-MSS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	13
4.	Exhibit B, Evaluation Criteria	4
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

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, or e-mail.

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Construction Management Services Pool"

RFQ NO: 2014-005-12-11-MSS

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4865
moises.salazar@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Construction Management Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent'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, ***RFQ – 2014-005-12-11-MSS-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Construction Management Services Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 11, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. 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 qualification 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.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Construction Management Services Pool"**

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
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11 , 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

16. HIDALGO COUNTY APPROVED HOLIDAYS

2013 YEAR	
New Year's Eve	12/31/12
New Year's Day	01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	04/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Veteran's Day	11/11/13
Thanks Giving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13
New Year's Eve	12/31/13

17. ~~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 respondents are also 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 qualification, and prior to commencement of the actual work, the respondent 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 materialmen 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.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a

member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. 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 respondent 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. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

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

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a

qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Construction Management Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. 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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

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

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2014-005-12-11-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified firms/individuals in order to establish a pre-qualified Construction Management Services Pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool will be for a period starting from **February 08, 2014** through **March 15, 2015**. The Hidalgo County Purchasing Department will receive sealed Statements of Qualifications for the provision of **"Construction Management Services Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTAL/DELIVERY:

A total of **one (1) original and seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their responses, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ number(2014-005-12-11-MSS), Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

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

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

DISCLOSURE OF CONFLICT OF INTEREST:

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

and void if the vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3)that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Respondents, 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: Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents 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 Respondent's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to moises.salazar@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 06, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

TERM OF POOL: The term of the pool will be for a period of one (1) year or upon completion of project(s) unless project specific for more than one year.

DAVIS BACON ACT: Construction Manager (CM) when required by County will be responsible to monitor and enforce the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with funding for construction that contain similar minimum wage provisions.

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 may result in disqualification of the submitted RFQ. The participating firm(s) may include copies of their current Professional Liability Insurance. (Refer to Exhibit C) as required by Hidalgo County and/or pertinent to the services provided.

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

FIRM QUALIFICATIONS: The selected professional Construction Manager will act as County's advocate and represent the County in managing the construction process including: pre-construction phases, contract administration, inspection, quality control, document control, schedule, cost management and project close out phases. The County of Hidalgo is seeking to contract with competent Contract Management firm(s), registered to practice in the State of Texas, which has had experience in, but not limited to, the following areas:

- General Design and Construction
- Preconstruction Services
- Pre-Design and Design Phases Services
- Procurement Phase Services
- Federal, State and County-funded construction projects
- Construction Phase Services
- Projects located in this general region of the state
- Close Out Phase Services

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

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

REQUIRED EDUCATION/EXPERIENCE SUBMITTAL:

This section will contain the assigned Construction Managers' course work, and/or degrees/diplomas earned from an accredited university/college etc. in the United States specifically pertaining to Construction Management and/or Construction Science. Hidalgo County will accept Construction Management experience in lieu of education. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work.

SCOPE OF SERVICES:

Construction Manager (CM) is to serve as the Construction Project Management representative for Hidalgo County and to oversight of the construction process, from pre-construction through project close-out, utilizing full-time representation on site.

CM, as Hidalgo County's Representative, will be authorized to issue and receive notices, correspondence and other communications, to meet with contracting parties and to in general represent the interests of Hidalgo County.

A. PROJECT APPROACH:

CM will represent Hidalgo County in the completion of the pre-construction process, oversee construction of projects and oversee the project close-out process. This representation will be conducted by a full time representative on site and will commence with the development of a Construction / Project Management Plan specifically tailored for the project.

- Construction/project management plan development

CM will work with Hidalgo County representatives to develop a Construction/Project Management Plan, which shall define and document all project requirements in narrative form. This document will serve to outline the scope of work of each of the team members and the plans and strategies for fulfilling those requirements.

During the development of the Project Management Plan, CM will develop a Master Schedule incorporating any current schedules developed by Hidalgo County and/or project architects/engineers. Once finalized and approved by Hidalgo County representatives, the schedule will serve as the road map for construction, FF&E procurement and project close-out activities. Once the contractor has been selected, the Master Schedule will be updated to reflect major activities included in the more detailed construction schedule.

- Master Project Budget Development

In addition to developing the Master Schedule, CM will propose to develop a Master Project Budget, which will include all existing budgets prepared by Hidalgo County and/or project architects/engineers. This Project Budget will be utilized to track costs for all components of the project including, but not limited to: design fees, construction costs, FF&E costs, etc. CM will also perform a detailed analysis of the construction budget to better understand the anticipated costs, which will enable the County to be prepared for the bidding / buyout process.

- Basic Components of Project Management Plan

In addition to the Master Schedule and Project Budget, the following basic components of The Project Management Plan will be included but not limited in the plan and updated throughout the course of the project:

• Bid Packaging/Contracting Strategy

• Construction Management
• FF&E Procurement, Handling and Installation
• Facility Startup
• Project Closeout

B. PRE-CONSTRUCTION PHASE

- General Duties:

o **Site Investigations**

Prior to design, the CM will learn the about of the conditions at the site. This would include but not limited to the following:

• Existing conditions assessment – (review existing in the field)
    • Site investigations: Need for fill clearing and/or grubbing
• Access to the site
• Amount of lay down area available
• Utility availability and routes into site
• Constraints (railroad locations, adjacent schools, noise, etc…)
• Note surface conditions

o CM will obtain all available existing plots and plans of the areas to obtain Information that will include:

- Size of the Site
- Existing structures
- Existing roads and rights-of- away
- Easements

- **Site Visit**

o Visiting the site is critical to a successful project and therefore program. Verifying existing conditions to ensure no hidden or differing site conditions exist will help to minimize costly changes in the future. CM will investigate the area and conditions around the site that could affect the work. During the site the following will be investigated but not limited to the following:

Traffic studies for getting deliveries to the site
Utilities (Gas, water, electric, telephone, sewer, storm drain, etc…)
Neighborhoods affected (Who, What, When , and How we can affect the area)

- Design:

It is understood the design documents will be completed by project architects/engineers and are to be approved by Hidalgo County Commissioners' Court. CM is to assist the Project Team in finalizing and obtaining all required permits from the regulatory agencies, which includes all state, county, and local approvals. CM will develop a project management plan. The plan will consist of the following.

    • Cost estimating
    • Cost budgeting
    • Cost control.

- Contractor Bid Solicitation and Selection

CM will work in conjunction with Hidalgo County and project architects/engineers to order to solicit, review and select the contractor. This will include assistance in the development of the bid packages, conducting any required pre-bid meetings, review of bid documents/proposals and the selection of the proposed contractor.

- Bid and Award

CM is to be involved with the bidding and award process including assistance in the preparation, issuance and

execution of the various construction related contracts.

- Pre-Construction Conference

Once a contractor has been selected, CM will organize and conduct a pre-construction conference. The agenda will cover site organization, communications, correspondence, submittals, meetings, requisitions, change orders and schedule. This conference will include all project stakeholders including Hidalgo County representatives, architects/engineers (including their design consultants) and the contractor. A positive, pre-construction kick-off conference between all project stakeholders greatly increases the success of the project.

- Permits and Insurance

CM will confirm that all applicable permits have been applied for and issued and verify that insurance certificates have been filed as required prior to initiation of the work. In addition, CM will issue the Notice of Award and Notice to Proceed on behalf of Hidalgo County.

C. CONSTRUCTION PHASE

- General Duties

CM will operate as the Hidalgo County Representative in overseeing the day to day construction activities of all prime construction contracts to Hidalgo County. CM shall work to ensure all consultants and construction firms, as well as any third party CMs, required for the project fulfills their responsibilities to Hidalgo County.

- Construction Administration Procedures

CM will establish and maintain construction administration procedures. All communications between various members of the Project Team and the contractor(s) will be through the County's Contract Manager. These procedures will be detailed in the Project Management Plan.

- Field Reports

Construction Manager will ensure the contractor prepares a daily log of all project activity to include:
• Weather
• Contractor(s) manpower
• Contractor(s) equipment
• Material/equipment deliveries
• General description of work performed and location
• Issues and areas of concern or critical to job progress

- Monthly Progress Reports

Each month, CM will prepare a monthly report outlining the activities of the preceding month. The initial development of the report will occur in conjunction with Hidalgo County to ensure all required information is included. At a minimum, project will include the following information required by Hidalgo County:
• Updated program information
• Updated project information
• Updated budget information
• Updated schedule information
• Progress photos

- Progress Photo's:

Construction Manager will take and maintain a progress photo catalog on behalf of Hidalgo County. Each month, a disk of progress photos will be included in the Monthly Progress report. At the completion of the project, all photos will be transferred to Hidalgo County via the county's preferred method (i.e. disk, external hard drive, etc.).

- Project Progress Meetings

CM will organize, conduct, and document progress meetings involving the project architect/engineers, the contractor's principal personnel, and as required, Hidalgo County. Included in these meetings will be topics covering schedule, budget, quality control, submittals/shop drawings, etc.

- Schedule Review

CM will establish the documented procedure for tracking the construction schedule and all updates. It is anticipated that the contractor will provide weekly updates to the schedule during the project progress meetings; however, we also understand there will be a need to participate in stand-alone scheduling meetings. In addition to the weekly update schedules, CM will require the contractor to provide look-ahead schedules in order to ascertain activities that need Hidalgo County and/or architect/engineer involvement. These procedures will be included in the Project Procedures Manual and will tie closely with the Master Schedule.

- Change Order Review

CM will establish the documented procedure for initiating, negotiating, recommending approval to County and tracking contract change orders. These procedures will be included in the Project Procedures Manual and will tie closely with the Project Budget. In addition, CM will incorporate cost and schedule impact from change orders into the project cost reports and the project construction schedule.

- Quality Control

CM will monitor the terms of the contract with the General Contractor and expect project architect/engineer will monitor contractor compliance with the Construction Documents and the quality level expected for the project. Quality Control encompasses all phases of the work, such as approval of submittals, procurement, storage of materials and equipment, coordination of subcontractor's activities, and the inspections and tests required to be sure that specified materials are used and installation is acceptable to produce the required end product. CM will work with architects to assist in monitoring the quality of the work being performed and ensure the contractor maintains the quality expected as well provide any corrective action required for any identified deficiencies. In addition to the contractor, CM will monitor the activities of all testing inspection consultants, inclusive of testing laboratories, factory testing, on-site testing, etc. CM will develop monitoring and tracking procedures to be followed by all testing inspection consultants and will require results be provided on a weekly, or daily if needed, basis. Project architects and their consultants will be involved as required and any deficiencies will be corrected under the direction of the contractor with oversight by project architect, their consultants and/or CM.

- Safety and Health

CM will ensure that an accident-free and comfortable work environment is observed by eliminating recognized hazards from the workplace. CM health and safety program, and specific individual programs, have been developed to assure compliance with federal, state, and local regulations with particular emphasis on the Occupational Health and Safety Rules and Regulations that apply to our operations.

- Submittal / Shop Drawing Control

CM will work with project architects to establish a submittal / shop drawings process and tracking spreadsheet, which will then be monitored each week. The process will ensure both the contractor and project architects (and their consultants if required) are following the contractual timelines for submission and review of submittals / shop drawings as well as track when the equipment, materials, etc. are to arrive on site. CM will act as an intermediary between the design consultants and the contractor when required to ensure the project proceeds as required for the schedule. The most common culprit to delaying the submittal / shop drawing process is the contractor's lack of a proper review before submission; therefore, CM will work with the contractor to ensure the proper review occurs and develop plans for rectifying any re-occurring review issues.

- Payment Application Review

CM will develop a two-step process for the review and approval of the contractor payment applications:

• Step One - During the final week of each month, CM will conduct a payment application review meeting to include architects and the contractors for the purpose of reviewing a draft of the monthly payment application. Each line item will be reviewed and either accepted or noted for changes.

• Step Two – A second meeting will be held with the contractor to review the corrected payment application. If acceptable, CM will recommend approval to the project architects and Hidalgo County.
If changes need to occur, CM will work with the contractor to get all changes made as soon as possible for acceptance.

- Record Drawings

CM will monitor the preparation of record drawings by the contractor(s) during the course of the work.
Those dedicated marked-up construction drawings and specifications will be received at the completion of construction and transmitted to Hidalgo County.

- Substantial Completion/Final Completion

CM will manage the issue of certificates of substantial completion to all prime contracts, and the process of closing out contracts financially and with respect to all requirements of the contract drawings and specifications.

D. PROJECT CLOSE-OUT PHASE

Close-out Procedures
CM will coordinate all project closeout procedures. When the work is completed, all documents will be organized and transmitted to Hidalgo County, including record drawings, Operations & Maintenance data, warranties and guarantees and lien waivers.

- Occupancy Permits

CM will monitor the final inspections by the applicable regulatory agencies and coordinate the required occupancy permits.

- Operations & Maintenance Manuals and Training

CM will receive and log for transmittal to the Hidalgo County all required Operations and Maintenance data.

- Warranties/Guarantees

CM will work with project architects and contractors to ensure receipt of and then assemble for transmittal to Hidalgo County all applicable warranties and guarantees.

- Final Report

CM will prepare a final project report inclusive of all close-out documentation, progress photos, etc.

- Final Payment

CM, with input from project architects, will review the final payment request upon successful completion of all closeout items, including final punch list, all permits, substantial completion certificate(s), and resolution of any open claims or liens. Once CM, together with the architect, is satisfied that all contractual obligations have been complied with, CM will recommend approval and submit to Hidalgo County the final pay request.

Additionally, Statements of Qualifications should include, but not limited to the following information:

1) Firm name, address, phone number and person to contact regarding the Statement of Qualifications.
2) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
   - Copies of any related, diplomas/degrees, and/or achievements acquired by professional management staff.
   - Construction Management Services.
   - List of projects performed for Counties, Municipal Entities, State within the last five years.
   - General list of construction projects within the past year.
   - List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
   - Ability to commence services immediately after successfully negotiating a contract for services.
   - Familiarity with the geographical area.
   - Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. Professional Qualifications (25)

The firm should provide copies of assigned Construction Managers' course work, and/or degrees/diplomas from accredited university/college in the United States specifically pertaining to Construction Management and/or Construction Science. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work. Experience in Construction Management performed for Federal, State, County, City, School Districts, etc. projects will be accepted in lieu of education.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Construction Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. Response shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. 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 various projects proposed as similar work experience.

The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied Construction Management experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

3. Experience/Availability of Construction Manager (20)

The Construction Manager must have adequate experience in managing varied projects of a similar nature and scope and shall be registered to do business in the State of Texas; the Construction manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The Construction manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The Construction manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project **(20)**

The statement of qualifications shall include the following:

1) Demonstrate an understanding of the scope of services
2) Address appropriate Federal/State/Local regulations and policies
3) Identify information to be gathered or obtained.

Responsiveness to RFQ:

* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations **(10)**

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

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Construction Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Management Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, or Elected Official or User Department in need of Construction Management Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

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

1. Professional Qualifications (25)

The firm should provide copies of assigned Construction Managers' course work, and/or degrees/diplomas from accredited university/college in the United States specifically pertaining to Construction Management and/or Construction Science. Two years experience may be substituted for each year of education. A minimum of a Bachelors Degree plus 5 years experience or equivalent is required (i.e. An Associate's Degree in a Construction Management related field plus a total of 9 years of varied Construction Management experience; or a combination education/experience that will meet a minimum of 13 years in varied Construction Management experience). A statement should also be included with the assigned Construction Managers' education, training, courses, experience, etc. in related field/work. Experience in Construction Management performed for Federal, State, County, City, School Districts, etc. projects will be accepted in lieu of education.

2. Experience of Project Firm/Ability to Commit Resources (25)

The Professional Firm, in addition to the Construction Manager(s), shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. Response shall identify the project Firm composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. 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 various projects proposed as work experience with Federal, State, County, City, School Districts, etc.

The professional team members responsible/assigned to assist County projects must be identified in the organizational chart. Team members shall have experience in performing various types of contracts for Federal, Counties, Cities, School Districts, or other clients as stated in the Request For Qualifications (RFQ). Varied Construction Management experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

3. Experience/Availability of Construction Manager (20)

The Construction Manager must have adequate experience in managing varied projects of a similar nature and scope and shall be a professional registered to do business in the State of Texas; the Construction Manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The Construction Manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The Construction Manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The statement of qualifications shall include the following:

1) Demonstrate an understanding of the scope of services
2) Address appropriate Federal/State/Local Government regulations and policies
3) Identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

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

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Construction Manager, in addition to the minimum qualifications.

Selection Criteria	Points	Score
1. PROFESSIONAL QUALIFICATIONS (25 pts. max.) ➢ **Meets educational** background in Construction Management and/or Construction Science i.e.: o Bachelors Degree or o Associates Degree with 4 years experience in varied Construction Management to meet educational requirement o 8 years experience with Federal, County, City, School Districts, etc. in varied Construction Management to meet educational requirement, etc.	15	*SAMPLE*
➢ **Meets** additional minimum required **experience** of 5 years in providing the services of Construction Management and/or Construction Science to Federal, County, City, School Districts, etc.	10	*SAMPLE*
Comments/Rationale For Points:		**Total:** *SAMPLE*
2. EXPERIENCE OF PROJECT FIRM / ABILITY TO COMMIT RESOURCES (25 pts. max.) ➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	*SAMPLE*
➢ Identifying the project composition, project leadership, reporting responsibilities	10	*SAMPLE*
➢ Technical staff member with Federal, State, County, City, School District projects experience.	10	*SAMPLE*
Comments/Rationale For Points:		**Total:** ***SAMPLE***
3. EXPERIENCE / AVAILABILITY OF CONSTRUCTION MANAGER (20 pts. max.) ➢ The Construction Manager must have adequate experience in similar nature and scope	5	*SAMPLE*
➢ Must be a Professional Construction Management registered in the State of Texas and must be included in Appendix	5	*SAMPLE*
➢ Construction Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	*SAMPLE*
Comments/Rationale For Points:		**Total:** SAMPLE
4. UNDERSTANDING OF PROJECT (20 pts. max.) ➢ Demonstrate an understanding of the scope of services	5	*SAMPLE*
➢ Knowledge and experience working with multiple entities, Federal, State, Counties, Cities, School Districts, etc. Ability to address appropriate Federal/ State/ Local Government regulations and policies.	5	*SAMPLE*

SAMPLE

➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	*SAMPLE*
➢ RFQ responsiveness, Response is clear, well organized, easy to evaluate, and appropriate to this RFQ	5	*SAMPLE*
Comments/Rationale For Points:		**Total:** *SAMPLE*
5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS: (10 pts. max.) ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	*SAMPLE*
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	*SAMPLE*
Comments/Rationale For Points:		**TOTAL** *SAMPLE*
TOTAL SCORE:		*SAMPLE*

EVALUATION INFORMATION:

Project No.: _____

Project Name: _____

Department: _____

Firm/Participant: _____

Name of Evaluator: _____

Evaluator Signature: _____

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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
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 THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER 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 BY 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

SAMPLE

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

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

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"

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 _____, 20_____.

_____

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, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: 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 _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

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: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [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/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* 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.)

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

Privacy Act Notice

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

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

Certification
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

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

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT SERVICES POOL

RFQ No.: 2014-005-12-11-MSS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" - Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" - CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" - Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, Seven (7) Copies, and Two (2) CD's containing a complete copy of Response.

_____ _____

Signature Date

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

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisal Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2014-006-12-11-SGS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

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)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2014-006-12-11-SGS

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria and Evaluation Form	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

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

November 18, 2013
Date

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Appraisal Services Pool"

RFQ NO: 2014-006-12-11-SGS

Acceptance Due Date: **DECEMBER 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DRAFT

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisal Services Pool"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. **One (1) original, seven (7) copies** of all request for qualifications (RFQ) and two (2) CDs in PDF Format are required with the respondent'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, **RFQ – 2014-006-12-11-SGS"HIDALGO COUNTY (Including all funding sources, programs, and entities)-"Professional Appraisal Services Pool"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualification considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

8. County reserves the right to accept or reject any or all qualifications

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualification. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. 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 qualification 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.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Appraisal Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. **SCHEDULE OF EVENTS**

Qualification Opening, 9:30 A.M.	**December 11, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

16. **HIDALGO COUNTY PROPOSED HOLIDAYS**

2014 YEAR	
New Year's Eve & Day	12/31/13 and 01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanks Giving Day	11/27/14 and 11/28/14
Christmas Day	12/24/14 and 12/25/14

17. ~~**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 respondents are also 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 qualification, and prior to commencement of the actual work, the respondent 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 materialmen 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.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform

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themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **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 respondent 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. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

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

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

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

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;

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

- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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

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Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services Pool"
RFQ No: 2014-006-12-11-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. 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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondents acknowledge receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

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

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESS IONAL APPRAISAL SERVICES POOL"

RFQ Nº 2014-006-12-11-SGS

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **February 09, 2014 and ending March 15, 2015.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of one (1) original, seven (7) copies and two (2) CD's in PDF format of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number: 2014-006-12-11-SGS, Project title: "Professional Appraisal Services Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

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

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

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

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, 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:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent 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 vendor's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-7612 or via e-mail: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFP 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 may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

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

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

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

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County

   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel - The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT "B"

Evaluation Criteria & Evaluation Form

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

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

1. RESPONSIVENESS (30) POINTS

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity – Brevity
   F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeless of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. STAFFING (25) POINTS

   A. Qualifications of personnel
   B. Key personnel
   C. Required discipline skills

GRAND TOTAL 100 Points

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

Selection Criteria	Points	Score
1. RESPONSIVENESS ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL _____
2. FIRM CAPABILITIES ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL _____
3. STAFFING-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS PROFESSIONAL SERVICES

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

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 THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ 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 BY 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

SAMPLE

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"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

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

Adopted 06/29/2007

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

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 _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

VENDOR'S APPLICATION
&
W-9 FORM

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: 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
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) 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:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–			–				

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. citizen or other U.S. person (defined below).

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** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

Certification
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

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

RFQ SUBMITTAL CHECK LIST

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY
(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2014-006-12-11-SGS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2014-006-12-11-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____

SIGNATURE DATE

AI-41481 **Purchasing Department 19. B. 1.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Goverment Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Professional Engineering Services for the Shary Road Project;

	L&G Engineers	Izaguirre Engineering	ERO Engineering
EVALUATOR 1	99	88	92
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 Ranked firm of _____ for the provision of, "Professional Engineering Services for the Shay Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding will be appropriated upon completion of final negotiations by Purchasing Department utilizing Object Code (731) Funds.

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/31/2013 08:39 AM
Budget & Management	Obdett Calzada	10/31/2013 10:12 AM
Auditor's Office	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Rocio Villarreal Started On: 10/25/2013 03:25 PM

Final Approval Date: 11/08/2013

HIDALGO COUNTY PRECINCT NO. 3

FOR

Professional Engineering Services for Shay Road Project

Scoring & Evaluation GRID

Total Scores	**L&G Engineering**	**Izaguirre Engineering**	**ERO Engineering**
Evaluator 1	99	88	92
TOTAL AVERAGES	99	88	92
RANKING			

*SCORING & EVALUATION COMPLETED BY PRECINCT NO. 3

AI-41490 **Purchasing Department 19. C. 1.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional construction materials testing services for the (Mile 17 ½ (projects limits between Ware Road & Rooth Road) in Pct No. 4.

Evaluator	Terracon	Professional Services Industries (PSI)	Trinity Soils Investigation Laboratories (TSI)
Evaluator	99	97	95
Ranking			

C. Authority for the Purchasing Department to negotiate a professional architectural service (on call services) contract with the No. 1 ranked firm of _____ for: of professional construction materials testing services for the (Mile 17 ½ (projects limits between Ware Road & Rooth Road) in Pct No. 4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-124-007-0-XXX

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding will be identified by Pct

Available balance as of 11-6-13 for the following object codes (Possible funding sources):

334 $2,000.00
731 $4,348.09
890 $8,239.19

Attachments

grid

Form Review

Inbox **Reviewed By** **Date**

Purchasing Department	Darlene Betancourt	10/31/2013 08:33 AM
Budget & Management	Obdett Calzada	10/31/2013 10:13 AM
Manuel Chapa	Manuel Chapa	11/08/2013 08:18 AM
Purchasing Department	Darlene Betancourt	11/08/2013 09:07 AM
Auditor's Office	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Nielda Cavazos Started On: 10/28/2013 09:25 AM

Final Approval Date: 11/08/2013

HIDALGO COUNTY PRECINCT NO 4
FOR
Construction Materials Testing Services

(Mile 17 ½ (project limits between Ware Road and Rooth Road located in Pct 4

Scoring & Evaluation GRID

Construction Materials Testing Services

Total Scores	Terracon	Professional Services Industries (PSI)	Trinity Soils Investigation Lab (TSI)
Evaluator 1	99	97	95
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-41679 **Purchasing Department 19. C. 2.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional surveying services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services for the Brewster Park in Pct No. 4.

Evaluation	Aranda & Associates	R. Gutierrez engineering	Salinas Engineering Services
Evaluator 1	97	95	93
Ranking			

C. Authority for the Purchasing Department to negotiate a professional surveying services contract with the No. 1 ranked firm of _____ for: the Brewster Park projects in Pct No. 4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-452-00-124-009-0-339

FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available as of 11/8/13.

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/06/2013 02:09 PM
Budget & Management	Obdett Calzada	11/06/2013 03:53 PM
Glinda Pacheco	Glinda Pacheco	11/08/2013 10:48 AM
Auditor's Office	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Nielda Cavazos Started On: 11/06/2013 01:19 PM

Final Approval Date: 11/08/2013

HIDALGO COUNTY PRECINCT NO 4
FOR
Surveying Services

For Brewster Park Project Located in Pct 4

Scoring & Evaluation GRID

Surveying Services

Total Scores	Aranda & Associates	R. Gutierrez Engineering	Salinas Engineering Services
Evaluator 1	97	95	93
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-41735 **Purchasing Department 19. C. 3.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted For: Martha L. Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional surveying services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services for Project: **FM 1925 (FM 907 - East of SH 68)** within **Hidalgo County Precinct No. 4.**

Firm	L & G Engineering	R. Gutierrez Engineering Corp	Innovative Civil Eng Svcs, Ltd.
Evaluator	98	95	94
Ranking			

C. Authority for the Purchasing Department to negotiate a professional surveying services contract with the No. 1 ranked firm of _____ for Project: **FM 1925 (FM 907 - East of SH 68)** within **Hidalgo County Precinct No. 4.**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-124-007-0-XXX

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding will be identified by Pct

Available balance as of 11-8-13 for the following object codes (Possible funding sources):

334 $ 2,000.00
731 $49,174.19
890 $ 8,239.19

Attachments

Score Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/08/2013 01:28 PM
Budget & Management	Debbie Tamez	11/08/2013 01:41 PM
Manuel Chapa	Manuel Chapa	11/08/2013 03:51 PM

Auditor's Office Monica Badillo 11/08/2013 05:08 PM

Form Started By: Letty Saenz Started On: 11/08/2013 08:43 AM

Final Approval Date: 11/08/2013

HIDALGO COUNTY PRECINCT NO 4
FOR
Professional Engineering Services
for
FM 1925 (FM 907 – EAST OF SH 68)
located in Pct 4

Scoring & Evaluation GRID

Engineering Services

Total Scores	L & G Engineering	R. Gutierrez Engineering	Innovative Civil Engineering Services, Ltd.
Evaluator 1	98	95	94
RANKING			

Scoring & Evaluation was completed by Pct No 4 Staff

AI-41757 **Purchasing Department 19. D. 1.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to contract with Chanin Engineering, LLC, (article 12) to C-13-133-07-09 a request for approval by engineer to permit the subcontracting of MEP Solutions Engineering and Sam Garcia Architects in connection with "Hidalgo County Adult Detention Center and Law Enforcement Facility Repairs and/or Replacement."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-423-21-280-087-0-311

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO 695452

Attachments

Letter of Subconsulting

C-13-133-07-09

Form Review

Inbox	Reviewed By	Date
Purchasing Department		11/08/2013 04:14 PM
Budget & Management	Debbie Tamez	11/08/2013 04:27 PM
Auditor's Office	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Rocio Villarreal Started On: 11/08/2013 03:10 PM

Final Approval Date: 11/08/2013

CHANIN
ENGINEERING LLC

Memo

To: Rocio Villarreal
Hidalgo County Purchasing Department

From: Chanin Engineering, LLC

Date: October 17, 2013

RE: HSCO ADC and LEC Facility Repairs

Let this serve as notification that the following companies have been engaged as our sub consultants for this project.

MEP Solutions Engineering, PLLC – MEP Consultant

Sam Garcia Architects – Architectural/Roofing Consultant

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES

C-13-133-07-09

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Chanin Engineering LLC, Professional Engineers of McAllen, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide Structural Engineering Services for, "Adult Detention Center and Law Enforcement Facility Repairs."

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1
Employment of Engineer

The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform on-site structural engineering as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2
Character and Extent of Services

This Agreement will provide for the project with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of and fulfillment of this Agreement, as identified in **EXHIBIT "A" - *Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer** are more particularly identified in **EXHIBIT "B"**, attached hereto.

ARTICLE 3
Period of Service

Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate one (1) year from the date of execution (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner**

may, at the **Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 7 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 7 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued

performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a

percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11, 13, 14.3 and 15 hereto.

ARTICLE 4
Progress and Coordination

The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the Scope of Services as provided by the engineer, the **Owner** shall review the approved Scope of Services with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved Scope of Services, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the Scope of Services goals sooner than anticipated.

ARTICLE 5
Compensation and Fees

For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the amount payable by the **Owner** to the **Engineer** for ***Services*** will be **5% of the Total Construction Cost**, and it is subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT C-** ***Fee Breakdown*** attached. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

ARTICLE 6
Method of Payment

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned. The **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount

due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, or (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 8 hereof, or changes or revisions in work, as identified in Article 9 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves

the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

Article 8. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 7 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 9
Changes or Revisions in Work

If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

9.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

ARTICLE 10
Ownership and Release of Documents

10.1 Ownership of Documents. All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

ARTICLE 11
Records, Accounting, Inspection

The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 12
Subcontracting and Assignment

The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every sub-consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 13
Engineer's Seal, Responsibility and Warranties

13.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

13.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

ARTICLE 14
Engineer's Resources

The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

14.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

14.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work

required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

14.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange. Taking into consideration that the **Owner** has a significant investment in the development of the information provided, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 15
Indemnification

To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners,

subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 16
Joint and Several Liability

In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to

eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 17
Insurance

The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County Certificate of Insurance***) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "E"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

ARTICLE 18
Gratuities

The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 19
Payment of Franchise Tax

The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 20
Severability

In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 21
Notices

All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

Owner: Hidalgo County
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Engineer: Chanin Engineering LLC
400 Nolana, Suite N2
McAllen, Texas 78504

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 22
Miscellaneous Provisions

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 7 herein.

ARTICLE 23
Signatory Warranty

The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 23rd day of January, 2007.

ENGINEER:

CHANIN ENGINEERING, LLC

BY: _____
Miguel Chanin, P.E.

OWNER:
HIDALGO COUNTY

BY: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

Approved by Commissioners' Court
on 7/9/13 RD

Approved as to form:
Atlas, Hall & Rodriguez, L.L.P.

By: Stephen L. Crain

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Fee Breakdown
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Certificate of Insurance (*Hidalgo County*)

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

November 12, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2013-002-12-05-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2013-002-12-05-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	9
4.	Exhibit B, Evaluation Criteria	3
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

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

November 12, 2012
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2013-002-12-05-YZV

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL**", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent'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, ***RFQ No.: 2013-002-12-05-"HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 05, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. 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 qualification 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.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  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
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 05, 2012**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

16. HIDALGO COUNTY HOLIDAYS

2013 YEAR	
New Year's Day	12/31/12 and 01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	01/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Veteran's Day	11/11/13
Thanksgiving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

17. ~~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 respondents are also 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 qualification, and prior to commencement of the actual work, the respondent 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 materialmen 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.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. 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 respondent 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. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

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

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent 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 respondent'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.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. 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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

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

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2013-002-12-05-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **February 9, 2013 and ending February 08, 2014**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - *GENERAL TERMS AND CONDITIONS*

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number *2012-002-12-05-YZV* **, Project Title** *Professional Engineering Services Pool*, **and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

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

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

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

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

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

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

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, 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:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents 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 vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services

from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, November 19, 2012** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, November 21, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

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

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project 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 may result in disqualification of the submitted RFQ.

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

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

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

What does your firm specialize in?_____

Minimum experience: Years? _____ Projects? _____

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

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications and assurance as required by the STATE OF TEXAS. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes

- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal.
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

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

PART III – *SELECTION / EVALUATION*

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY**

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

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

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

   Responsiveness to RFQ:
   * Response is Clear;
   * Response is Well Organized;
   * Easy to Evaluate;
   * Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing

similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EXHIBIT B

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2013-002-12-05-YZV

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

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

1. PROFFESIONAL QUALIFICATIONS OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

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

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. METHODOLOGY (20)

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

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear;
* Response is Well Organized;
* Easy to Evaluate;
* Appropriate to this RFQ

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

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

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

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2013-002-12-05-YZV

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> 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 THER 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** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					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 BY 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

SAMPLE

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

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

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

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

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or 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 _____, 20_____

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, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: 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 _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

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: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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 the "Name" line 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

			–			–				

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. citizen or other U.S. person (defined below).

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** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 payee 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 a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity 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.

The following payees are exempt from backup withholding:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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. Entering "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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2013-002-12-05-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

EXHIBIT A

Scope of Services to be Provided by the Owner

EXHIBIT A -Scope of Services to be Provided by the Owner

The owner will make available to us all original construction documents including plans, specifications, addenda, and RFI's.

The owner will also make available to us all specialist reports that were compiled as a part of the facility's lawsuit. These reports include those prepared by Tom Green and Company Engineers, Mike Krismer Consulting, Green Rubiano & Associates, and Radarview.

The owner will provide access to the site as requested by the design team.

EXHIBIT B

Scope of Services to be Provided by the Engineer

EXHIBIT B -Scope of Services to be Provided by the Engineer

Phase 1 - Kickoff and Mobilization

1) Initial meeting with client and project manager to help define scope of work
2) Receive and review project documents and information
3) Initial walkthrough of facilities
4) Preliminary CAD work
5) Meet with owner and engage services of Roofing Consultant
6) Meet with owner and engage service of MEP Engineer

Phase 2 - Preliminary Design

1) Thorough review of project info and documents
2) Walkthrough of facilities with owner and facilities staff
3) Discovery of facility deficiencies based on previous reports, existing document analysis, facility walkthroughs, and interviews with end users.
4) Preliminary design/determination of possible repairs.
5) Budget/cost analysis

Phase 3 - Initial Deliverables

1) Report detailing options and discuss with owner potential repairs w/ expected cost.
2) Meeting with PCME and Sheriff's Office to select potential repairs to be included in final design.

Phase 4 - Final Plans and Specifications

1) Preparation of final construction drawings and specifications to include repairs as per items selected in meeting with PCME and Sheriff's Office in Phase 3
2) Deliverables to include Structural Engineering, Roofing Consultant, and MEP Engineering construction drawings and specifications
3) Distribution to be handled by Chanin Engineering

Phase 5 - Bidding and Negotiation

1) Assist the County as needed during the Bidding and Negotiation Phase

Phase 6 - Construction

1) Attend progress meetings with the contractor and consultants,
2) Answer any contractor generated RFI's
3) Take periodic site observation visits and provide site observation visit reports to client
4) Review contractor submitted pay applications, and certify

All work shall be coordinated with the owner and their project management consultant, PCME.

EXHIBIT C

Fee Breakdown

EXHIBIT C – Fee Breakdown

Design Development 25%

Construction Drawings 50%

Bidding & Negotiation 5%

Construction Phase 20%

EXHIBIT D

Engineer's Contract Rates

EXHIBIT D – Engineer's Contract Rates

Engineering:	Hourly rate
E-1 Graduate Engineer 1	$ 65.00
E-2 Graduate Engineer 2	$ 75.00
E-3 Project Engineer 1 *	$105.00
E-4 Project Engineer 2 *	$115.00
E-5 Principal Engineer *	$135.00
Technicians:	
T-1 Technician I	$ 65.00
T-2 Technician II	$ 75.00
T-3 Technician III	$ 85.00
Computer Aided Drafting:	
C-1 CAD I	$ 35.00
C-2 CAD II	$ 45.00
C-3 CAD III	$ 55.00
Administrative:	
A-1 Clerical	$ 30.00
A-2 Accounts Payable/Billable	$ 35.00
A-3 Office Manager/Executive Assistant	$ 45.00

* Licensed professional engineer, unless noted otherwise.

The Basic Service fee shall be billed by monthly invoice based on project progress.

ENGINEERING AND TECHNICAL CLASSIFICATIONS

Engineering:

E-1 Graduate Engineer I - Graduate Engineer with 0-3 years experience, work under close supervision.

E-2 Graduate Engineer 2 - Graduate Engineer with 2-plus years experience, capable of carrying out assignments with minimum supervision, supervise drafting and layout work.

E-3 Project Engineer 1 - Registered Engineer with 4-plus years experience, can handle moderately complex tasks with minimal supervision, supervise the work of other engineers and drafters.

E-4 Project Engineer 2 - Registered Engineer with 6-plus years experience, can handle complex tasks with only general supervision, coordinates and supervises work of other engineers and drafters.

E-5 Principal Engineer - Registered Engineer and possibly company officer, completely capable of handling and supervising all aspects of design and drawing production.

Technicians:

T-1 Technician I - 5-plus years experience and/or education, capable of handling all drafting functions and simple engineering design and calculation tasks with some supervision.

T-2 Technician II - 7-plus years experience and/or education, capable of handling all drafting functions with minimal supervision, can supervise the work of drafters.

T-3 Technician III - 10-plus years experience and/or education, capable of handling all drafting add many engineering related tasks with little supervision, can supervise the work of drafters and technicians.

Computer Aided Drafting:

C-1 Junior Drafter I - Capable of drawing tasks and tracing-type work, under close supervision of others.

C-2 Drafter II - 2-plus years experience and/or education, handles many drafting tasks under supervision.

C-3 Senior Drafter III - 3-plus years experience and/or education, handles most drafting tasks while exercising judgment on layout and planning, receives minimal supervision.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic and any Additional Services. These expenses include actual expenditures incurred in the interest of the Project for the expenses listed below:

Expenses due to any asbestos remediation necessary or incurred from destructive testing performed during the Project.

Expense of reproduction, postage, delivery, handling of drawings, photos, specifications, and other documentation.

Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner will be charged at 1.5 times of hourly rates listed above.

Expense of materials for structural sketches, models, mock-ups, binders, exhibit boards and other miscellaneous exhibits requested by the client.

f) Reimbursable expenses will be billed at actual cost X 1.0.

EXHIBIT E --Certificate of Insurance (*Hidalgo County*)

EXHIBIT E

Certificate of Insurance
(*Hidalgo County*)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 6/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

RODUCER
Soyla R. Gonzalez Ins. Agency
709 Angelita Dr. Ste B
Weslaco, Texas 78596

CONTACT NAME: SOYLA R GONZALEZ
PHONE (A/C, No, Ext): 956/969-1551 FAX (A/C, No): 956/973-0814
E-MAIL ADDRESS: sreyna1045@yahoo.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Farmers Insurance Exchange	
INSURER B: Truck Insurance Exchange	
INSURER C: Farmers Insurance Exchange	
INSURER D:	
INSURER E:	
INSURER F:	

SURED Miguel Chanin
Chanin Engineering, LLC
400 W. Nolana Suite N2
McAllen, TX 78504

OVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

:R R	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			60474-00-01	05/20/13 05/20/12	05/20/14 05/20/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 75,000 $ 5,000 $ $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANYAUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			60433-44-47	03/01/13	03/01/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $			604387470	05/20/13 02/18/13	05/20/14 05/20/13	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			A0708-08-31	02/15/2013	02/15/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ERTIFICATE HOLDER

Hidalgo County
County & Purchasing Department
2812 S. Busy Hwy 281
Edinburg, Tx 78539
Attn: Rocio Villarreal

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Soyla R Gonzalez

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The ACORD name and logo are registered marks of ACORD

Client#: 169285 CHANIENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Southwest Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
INSURED Chanin Engineering, LLC 400 Nolana, Suite D Mcallen, TX 78504	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPS9694767	07/28/2012	07/28/2013	$1,000,000 per claim $1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

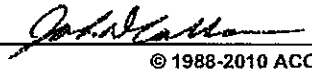
CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 S Highway
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AI-41028 **Purchasing Department** **19. E. 1.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted For: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications for the purpose of award and approval of contract for RFB titled: Hidalgo County (all funding sources)- "EN-1 Road Stabilizer Material" through project No.: 2013-159-09-25-MEG.

BACKGROUND

Current Contract expires on 12/5/13
New Contract to commence 12/6/13
Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-124-007-0-731

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 11-8-13 $4,348.09

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-121-005-0-673

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 11-8-13 $20,001.81

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-123-005-0-673

FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

Available balance as of 11-8-13 $38,919.53

FISCAL YEAR: **ACCT. #:**

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

various accounts depending on project(s) County Wide projects
On an as needed basis

Attachments

Participating sheet, Tab sheet, Recommendation Pct 1,3 & 4

agreement rev

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/31/2013 08:31 AM
Budget & Management	Obdett Calzada	10/31/2013 09:40 AM
Manuel Chapa	Manuel Chapa	11/08/2013 03:49 PM
Auditor's Office	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Elena Gomez Started On: 10/01/2013 10:56 AM

Final Approval Date: 11/08/2013

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: September 25, 2013 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: EN-1 ROAD STABILIZER MATERIAL
BID NO: 2013-159-09-25-MEG

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
RoadBond Serv. Co. Roy Alvarez Jr. Ralva1954@aol.com	Email	Elena Gomez	09/09/13	1729 Evergreen Court Harlingen, Tx 78550 956-490-7528 Fax: 412-0061
J & B Industries Calvin R. Burgess jbchems@aol.com	Email	Elena Gomez	09/09/13	2100 J & B Drive San Benito, Tx 78586 956-399-4003
Dallas Roadway Products Kurtis Callahan dallasroadway@yahoo.com	Email	Elena Gomez	09/09/13	18916 Fortson Dallas, TX 75252 469-374-1491
Hanes Geo Components Joey Gonzalez Joey.gonzalez@hanescompanies.co	Email	Elena Gomez	09/09/13	210-216-7200 Cell Ph. 512-670-2035 Fax
PCT Inc, Professional Coating Technologies Inc Jonathan Winkelman jonathan.winkelman@gmail.com	Email	Elena Gomez	09/09/13	1001 Mt Lebanon Rd Cedar Hill TX 75104 972.291.7474
Prime Vendor Inc. bids20@prime-vendor.com Kimberly Doumit	Email	Elena Gomez	09/10/13	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
Virtual Builders Exchange Jeannette Olguin jeannette@virtualbx.com	Email	Elena Gomez	09/11/13	4047 Naco Perrin Ste. 100 San Antonio, TX 78217 phone: 210.564.6900 fax: 210.564.6902 direct: 210.918.1124
CADCon Corp Juan F. Celis	Email	Sandy Suarez	09/24/13	956-590-3102 juanfcelis@gmail.com

IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

TABULATION SHEET
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
BID NO.: 2013-159-09-25-MEG

BID PRICE	
VENDOR	Roadbond Services Company Tolar, Texas
EN-1 ROAD STABILIZER **(5 gal containers)**	**$ 425.00 per 5 gallon container**

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

MEMORANDUM

(Department's Recommendation)

TO Hon. AC Cuellar Commissioner
Hidalgo County Precinct #1

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **September 25, 2013**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2013-159-09-25-MEG for **HIDALGO COUNTY**
EN-1 Road Stabilizer Material"

We have received a **sole responded** in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Wednesday, October 16, 2013 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Roadhand Service Co.	sole bidder
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1200-431-00-21-005-0-673

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Lozano	Pct. 1	10/18/13

Enclosures

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

MEMORANDUM

(Department's Recommendation)

To: Hon. Joe Flores Commissioner
Hidalgo County Precinct # 3

ATTN: Norma Ceballos

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **September 25, 2013**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2013-159-09-25-MEG for **HIDALGO COUNTY**
EN-1 Road Stabilizer Material"

We have received a **sole responded** in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Wednesday, October 16, 2013 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. CSS. Technology	Sole Bidder
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1200-431-10-123-005-0-673

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Joe M. Flores	Pct #3	9/30/13

Enclosures

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

MEMORANDUM

(Department's Recommendation)

TO Hon. Joseph Palacios Commissioner
Hidalgo County Precinct #4

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **September 25, 2013**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2013-159-09-25-MEG for **HIDALGO COUNTY**
EN-1 Road Stabilizer Material"

We have received a **sole responded** in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Wednesday, October 16, 2013 @ 10:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. ESS Technology, Inc. dba Road Bond Equip. Co.	Sole Vendor
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1200-431-00-124-007-0-731

Gloria A Beltran	Gloria A Beltran	Pct 4	9/
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

REQUIREMENTS AGREEMENT
C-13-159-11-12

THIS AGREEMENT (the "Agreement") is entered into effective as of **November 12, 2013** and between **CSS Technology Inc., d/b/a EN-1 Roadbond Service Company** (“Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **“ EN-1 Road Stabilizer Material** (commodity) **,”** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the “RFB Packet”) for a period one (1) year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **“EN-1 Road Stabilizer Material-Hidalgo County”** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year on an **“As Needed Basis”** from **December 6, 2013** to **December 5, 2014** with the County’s option to renew for an additional one (1) year under the same rates, terms, and conditions. County also has the right to continue this contract for an additional sixty (60) day grace period extension at the end of the contract for unforeseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. **The Products are to be delivered by Seller through a third party transporter (shipper) at the expense of seller,** to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B" (the “Vendor’s Bid”). Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. Any contract award to a successful bidder 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.

5. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

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

If to Buyer: Hidalgo County
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller: CSS Technology Inc.
d/b/a Roadbond Service Company

Attn: Steve Merritt
PO Box 549
Tolar, Texas 76476

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

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) day written notice.

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

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

i. **Assignment.** This Agreement shall not be assignable.

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

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

n. **Insurance.** Company shall provide comprehensive general liability insurance in connection with this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to County certificates of such insurance coverage.

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON, _____.

APPROVED AS TO FORM:
Office of Criminal District Attorney

By:_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor: CSS Technology Inc.
d/b/a Roadbond Service Company

By:_____

Printed Name:_____

Title:_____

EXHIBIT "A"

- **SPECIFICATIONS**

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"EN-1 ROAD STABILIZER MATERIAL"
RFB NO.: 2013-159-09-25-MEG

SPECIFICATIONS/REQUIRMENTS

I. **DESCRIPTION:**

These specifications shall govern for any liquid stabilizer equal or approved equal to patented EN-1 intended primarily as a material stabilizer for mixing and compacting material in accordance with specifications governing base and/or subgrade courses. The approved stabilizer must be able to enhance the compressive strength, increase load bearing capacity of soil, increase flexural strength, reduce swelling, shrinkage and permeability, insure proper compaction an reduce maintenance upkeep through reduction of potential failures.

Purchases of **EN-1 Soil Stabilizer** will be **on an "As Needed Basis" only** by Hidalgo County including all funding sources, Departments, Programs and Entities (i.e. CIP, CAP and R&B).

Any brand name mentioned in this request for bids is for description only and is not intended to exclude any products of equal quality or compatibility. Bidders desiring to substitute items may do so provided that brand names and specifications are indicated in the bid and that items fully meet herein specifications.

II. **MATERIALS:**

Roadbond (EN-1) Soil Stabilizer is a sulfonated D-limonene bioensyme which contains a strong oxidizer, a powerful solvent and natural dispersant that interacts with natural road materials. The interaction of these components activates the naturally occurring mineral cements in the soil and bonds the soil grains together to form a material analogous to most sedimentary rocks and alluvial soils. This stabilizing solvent acts to scrub the soil and allows the oxidizer access to a wider array of mineral ions evenly throughout the mixture, thereby increasing particle attraction (bonding), greatly decreasing voids in the road strata. In clay soils, it attacks they clay lattice of the soil, which will alter the ionic charge in the clay, and it creates a chemical bond between clay particles. This material is a corrosive in its concentrated state, once mixed with required volume of water; it becomes a non-corrosive, which has been approved by EPA.

III. **REQUIREMENTS:**

1. Roadbond liquid stabilizer shall be stored and handled in closed, five (5) gallon weatherproof containers until immediate distribution on the road.

2. Roadbond materials must be stored in covered storage and well ventilated with adequate protection from flooding or damage.

3. For mixing ease and safety, round off to the nearest 5-Gallon increments (i.e. 72-Gallons up to 75-Gallons).

4. The following concentrated quantities are to be mixed with 300 gallons of water to each gallon of EN-1. Strict application instructions.

**Use 5" more EN-1 Road Stabilizer than the chart calls for when treating Cement Treated Base;

(Calculate 28.5 cubic yards per Gallon)
*** Application rate per square yard = Length (feet) x Width (feet) X Appl. Rate * 9 SF

IV. BID AWARD:

- It is intended that the amount of **"EN-1 Road Stabilizer Material"** required by Hidalgo County will be purchased on an **"As Needed Basis"**.
- Award of contract will be contingent on availability of Hidalgo County funds.

V. TERMS AND CONDITIONS:

- The contract will be in effect for a period of one (1) year with the County's option to extend for an additional one (1) year term based on performance evaluation and contingent upon cost remaining unchanged.
- 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. Bid Price must remain firm during the contract period.
- The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by Hidalgo County with a (30) thirty day written notice prior to any cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
- Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
- Insurance certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
- Hidalgo County reserves the right to utilize state contracts from its membership with their existing or new cooperatives whenever it is in the best interest to do so.
- 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 reimbursements for such charges or expenses shall be passed onto Hidalgo County.
- Any contract awarded to a successful bidder 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) days written notice prior to cancellation.
- Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to bid specifications.
- Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.
- Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County.

- After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 Katia Garcia or Mari Gutierrez 1902 Joe Stephens, Weslaco, Texas 78596 (956) 968-8733	Hidalgo County Precinct #2 Ricardo Cuellar, Field Operations Foreman 300 W. Hall Acres Rd. Suite G. Pharr, Tx 78577 (956) 787-1891
Hidalgo County Precinct #3 Saul Ramirez, Field Operations Foreman 400 W. 13th Mission, Texas 78572 956-585-4509	Hidalgo County Precinct #4 Juan Carranza, Chief Administrator 1051 N. Doolittle Rd., Edinburg, Texas 78542 (956) 383-3112

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. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

VI. **Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must

be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO: elena.gomez@co.hidalgo.tx.us **, BY NO LATER THAN,** Tuesday September 17, 2013 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Thursday September 19, 2013 by 5:00 P.M.

EXHIBIT "B"

VENDORS BID PAGE

ORIGINAL

BID PAGE

MATERIAL DESCRIPTION	BID PRICE
EN-1 ROAD STABILIZER (5 gal containers)	$ 425.00 per 5 gallon container

BIDDER'S INFORMATION:

Bidder/Company Name:	C.S.S. Technology, Inc. dba Roadbond Service Company
Address:	P.O. Box 549
City/State/Zip Code:	Tolar, Texas 76476
Phone & Fax No.'S:	956-423-8671 Fax 956-412-0061
Cellular No.'S:	956-490-7528
Authorized Signature:	Col. Roy R. Alvarez Jr.
Printed Name:	Col. Roy R. Alvarez, Jr. (CE-Ret.)
Title:	General Distributor/Consultant
Email Address: (If Available)	ralva1954@aol.com Roy@RoadbondSoil.com

OPENED
9/25/13
9:47 am
Witnessed

EXHIBIT "C"

INSURANCE CERTIFICATE

CSSTE-1 OP ID: SF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/12/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER All-Tex Insurance - Granbury 3320 E Hwy 377 Granbury, TX 76049 817-573-5568 817-573-7856	CONTACT NAME: Sheilah J Fowler PHONE (A/C, No, Ext): 817-573-5568 FAX (A/C, No): 817-573-7856 E-MAIL ADDRESS: sheilah@alltexinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Catlin Insurance Company
INSURED Roadbond Service Co CSS Technology Inc. dba P O Box 549 Tolar, TX 76476	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			GLS-677693-0814	09/23/13	09/23/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XSS-677696-0814	09/23/13	09/23/14	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is Named as Additional Insured as repects to the General Liability as provided by endorsement CG2010(07-04) as required by written contract. A Waiver of Subrogation in favor of the Certificate Holder is applicable as respects to the General Liability as provided by endorsement CG2404(05-09).

CERTIFICATE HOLDER

HILDALG

Hidalgo County
2812 South Highway Bs 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **cris.ayala@co.hidalgo.tx.us**

Fwd: Contract for EN-1 Road Stabilizing Materials

From : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us> Tue, Nov 05, 2013 02:36 PM
Subject : Fwd: Contract for EN-1 Road Stabilizing Materials
To : Cris Ayala <cris.ayala@co.hidalgo.tx.us>

Cris,

approval of contract for EN1 Road Stabilizer

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Cc: "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Tuesday, November 5, 2013 2:01:30 PM
Subject: Contract for EN-1 Road Stabilizing Materials

Darlene,

Our office approves as to form.

Please let me know if you have any other questions or concerns.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

AI-41629 **Closed Session 20. C.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Odette Prado

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/06/2013 11:29 AM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Aida Alvarez Started On: 11/04/2013 04:22 PM

Final Approval Date: 11/08/2013

AI-41669 **Closed Session 20. D.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Claim - Josephine Carnell, individual and a/n/f of Dayson Joseph Mendoza and David Mendoza, Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/06/2013 03:48 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Monica Badillo Started On: 11/06/2013 11:10 AM

Final Approval Date: 11/08/2013

AI-41667 **Closed Session 20. E.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notice of Claim - Estate of Terrell Joseph Rabel, Deborah Marie Rabel, and Minor Children

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/06/2013 03:18 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Monica Badillo Started On: 11/06/2013 10:58 AM

Final Approval Date: 11/08/2013

AI-41727 **Closed Session 20. F.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notice of Claim - Tomasa Hoskinson

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/07/2013 04:20 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Monica Badillo Started On: 11/07/2013 04:05 PM

Final Approval Date: 11/08/2013

AI-41630 **Open Session 21. C.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Odette Prado

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/06/2013 11:29 AM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Aida Alvarez Started On: 11/04/2013 04:23 PM

Final Approval Date: 11/08/2013

AI-41670 **Open Session 21. D.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Claim - Josephine Carnell, individual and a/n/f of Dayson Joseph Mendoza and David Mendoza, Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/06/2013 03:48 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Monica Badillo Started On: 11/06/2013 11:11 AM

Final Approval Date: 11/08/2013

AI-41668 **Open Session 21. E.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notice of Claim - Estate of Terrell Joseph Rabel, Deborah Marie Rabel, and Minor Children

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/06/2013 03:18 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Monica Badillo Started On: 11/06/2013 10:59 AM

Final Approval Date: 11/08/2013

AI-41728 **Open Session 21. F.**

CC REGULAR

Meeting Date: 11/12/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Notice of Claim - Tomasa Hoskinson

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/07/2013 04:21 PM
Purchasing Department	Monica Badillo	11/08/2013 05:08 PM

Form Started By: Monica Badillo Started On: 11/07/2013 04:05 PM

Final Approval Date: 11/08/2013