



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

Month day, 2014

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Participant's name

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Address

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City

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State, Zip Code

Re: **HIDALGO COUNTY**

Request for Qualifications - **“Engineering Services for Inspection, Material Testing And Construction Management For Mile 2 North Roadway Reconstruction Project”**

**(From La Homa Rd. To Moorefield Road)**

**RFQ No. 2014-364-11-05 -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



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

REQUEST FOR QUALIFICATIONS (RFQ)

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**“Engineering Services for Inspection, Material Testing And Construction Management For Mile 2 North Roadway Reconstruction Project” (From La Homa Rd. To Moorefield Road)**

RFQ No. 2014-364-11-05 -YSS

(Including all funding sources, programs, and entities)

RFQ No: 2014-002-12-11-YSS

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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

\_\_\_\_\_  
Month day, 2014  
Date



## **REQUEST FOR QUALIFICATIONS (RFQ)**

### **HIDALGO COUNTY**

**“Engineering Services for Inspection, Material Testing And Construction Management For Mile 2 North Roadway Reconstruction Project” (From La Homa Rd. To Moorefield Road)**

**RFQ No. 2014-364-11-05 -YSS**

Acceptance Due Date: **November 05, 2014**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department

#### **Project Buyer Contact Information:**

Yvette Salinas, Buyer III  
(956) 292-7000 Ext. 4874  
[yvette.salinas@co.hidalgo.tx.us](mailto:yvette.salinas@co.hidalgo.tx.us)

1. Sealed qualifications will be received for **“Engineering Services for Inspection, Material Testing and Construction Management for Mile 2 North Roadway Reconstruction Project” (From La Homa to Moorefield Road)**, 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 – 2014-364-11-05-YSS “Engineering Services for Inspection, Material Testing And Construction Management For Mile 2 North Roadway Reconstruction Project” (From La Homa Rd. To Moorefield Road)**, 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 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-**“Engineering Services for Inspection, Material Testing And**

**Construction Management For Mile 2 North Roadway Reconstruction Project”  
(From La Homa Rd. To Moorefield Road)**

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.**

**November 11, 2014**

Award of Contract

\_\_\_\_\_, 201\_\_

Commence Work or Deliver Products

\_\_\_\_\_, 201\_\_

**16. HIDALGO COUNTY APPROVED 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. Clossner, 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**

**“Engineering Services for Inspection, Material Testing And Construction Management For Mile 2 North Roadway Reconstruction Project” (From La Homa Rd. To Moorefield Road)”**

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**  
**REQUEST FOR QUALIFICATIONS**

***“Engineering Services for Inspection, Material Testing And  
Construction Management For Mile 2 North Roadway  
Reconstruction Project”  
(From La Homa Rd. To Moorefield Road)  
2014-364-11-05 -YSS***

The County of Hidalgo will be accepting Statements of Qualifications from professional firms ("Respondents") for selection of **Professional Engineering Services** in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications. This Request for Qualifications ("RFQ") provides Respondents with the information necessary to prepare and submit Qualifications Statements for consideration by the County.

Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "**ENGINEERING SERVICES FOR INSPECTION, MATERIAL TESTING AND CONSTRUCTION MANAGEMENT FOR MILE 2 NORTH ROADWAY RECONSTRUCTION PROJECT (From La Homa Rd. to Moorefield Road)**" in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications. This Request for Qualifications ("RFQ") provides Respondents with the information necessary to prepare and submit Qualifications Statements for consideration by the County. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, November 05, 2014**. **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, 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 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 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 [yvette.salinas@co.hidalgo.tx.us](mailto:yvette.salinas@co.hidalgo.tx.us) NO LATER THAN Wednesday, October 29, 2014** at 5:00 p.m. Responses will be sent to all applicants by **Friday, October 31, 2014.** **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.

**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:**

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:

### **I. Services Required**

The qualified firm selected should be experienced in Construction Inspection, Materials Testing and Management. It is expected that the qualified firm selected will have a sufficient level of resources and engineering expertise to carry out the scope of service.

The qualified firm should have a staff with significant experience in the NEPA environmental process, roadway design and a workload free from constraints to produce inspection and testing in a timely manner. Firms must be prepared to assure Hidalgo County that key personnel indicated in their qualifications statement will maintain their role during the project letting.

At a minimum, the qualified firm will perform the following required tasks for the project:

- Materials Testing
- Inspection
- Construction Management

### **II. Administration**

- 1) Maintain communication and coordinate with Municipality, Design Engineer, Hidalgo County, TxDOT and Construction Contractor(s) on a regular basis.
- 2) Review, approve, or reject invoices for processing.
- 3) Review and have a thorough understanding of contract plans, specifications, estimates and contract special provisions.
- 4) Attend and conduct the pre-construction conference, all job related meetings and the final inspection.
- 5) Coordinate with the public and any affected property owners.
- 6) Provide review, feedback, or guidance on Change Orders as prepared by the contractor.
- 7) Make sure contractor contacts Dig-Safe.
- 8) Prepare Daily Reports, including quantities, locations of work, weather conditions, and weekly progress reports.
- 9) Maintain a photographic record of the progress of construction, annotating such photos to indicate their content and context including date. This photographic record must be available for reference by the Construction Manager, Design Engineer, State or Federal representatives and County representatives.
- 10) Receive materials certifications and verify compliance with the Buy America Act.
- 11) Accompany Design Engineer, State or Federal representatives and County representatives on visits to the project.
- 12) Participate in regularly scheduled Construction Status meetings with the Design Engineer, State or Federal representatives and County representatives.

- 13) Report immediately any unusual occurrences and all accidents occurring within the project limits to the Hidalgo County Pct 3 and the Design Engineer. The consultant shall carry out its responsibilities in a manner that is consistent and cooperative with those of the Design Engineer and TxDOT's Quality Assurance Program.
- 14) Calculate and verify the final contract quantities.
- 15) Review and submit to the Design Engineer any suggestions or requests made by the contractor to change or modify any requirements of the Plans or Contract Documents.
- 16) Receive materials certifications, computations and reference materials submitted by the Contractor. Maintain files on the project site of all items submitted by the contractor and of work done on behalf of the County.
- 17) Prepare a Contractors progress payment estimate on a bi-weekly basis.
- 18) Issue a Certificate of Substantial Completion at the appropriate time.
- 19) Provide certification to the County and TxDot that this project was constructed as designed, subject to appropriate and necessary revisions during construction, in conformance with all project specifications and that all necessary contract provisions were fully complied with.

### **III. Construction Management**

The Construction Manager is to assist Hidalgo County and its Engineer during the Construction phase, and to build the Project thereafter as a Construction Manager. The Construction Manager will hold and administer all subcontracts and shall be responsible for all project administration including but not limited to; scheduling the work, verifying and approval of all required shop drawings and submittals, monitor and ensure timely delivery of all required materials, enforcement of all OSHA safety regulations and approval of all material invoices and subcontractor pay requests. The Construction Manager will be responsible for managing the site and coordinating all construction activities.

The Construction Manager shall ensure that a competent inspector/chief inspector remain on-site continuously during construction activities and have authority to act on behalf of the Construction Manager. The construction Manager should review the contractor's schedule and request updates no less than once a month. The contractor will submit a construction schedule and the construction manager will monitor the schedule to make sure that the project is on track and that testing is being done after applicable items of work. The schedule shall be updated and submitted to the Owner no less than once a month upon construction commencement. The Construction Manager shall report to the Owner all construction contingency allocations and may update and submit to the Owner a log of contingency allocations no less than once a month.

Specific services anticipated of the CM include, but are not limited to the following:

#### **PRE-CONSTRUCTION PHASE SERVICES: (if necessary and requested by Hidalgo County)**

- Attend meetings as necessary, provide written reports
- Perform quality assurance and constructability reviews of engineering documents
- Provide cost estimate and value management on change orders
- Other/list

#### **CONSTRUCTION PHASE SERVICES: (if necessary and requested by Hidalgo County)**

- Attend meetings as necessary, provide written reports
- Provide cost control and value management on change orders
- Assure quality and completeness of the work with continued on-site and office support monitoring and inspections

- Maintain job safety measures
- Comply with all regulatory and agency requirements
- Monitor project schedule, provide weekly updates
- Perform all fiduciary and insurance responsibilities
- Conduct records retention and management

**POST CONSTRUCTION PHASE SERVICES:**

- Provide all closeout documents
- Coordinate final acceptance of project.

**IV. Construction Inspection**

Firms will be required to meet or exceed the scope of service below, but may not be limited to:

- 1) Maintain a presence on the project during times when contractor activities are underway and be on-site at all times during construction activities of the project requiring certification to be able to certify, on completion of the project, that the project was built as designed.
- 2) Check that the contractor is in compliance with all construction contract requirements, County permits and ordinances; property rights agreements; erosion and sediment control and storm water management plans; state permits, regulations and statutes; and federal regulations and statutes; and exercise the engineer's authority as provided in the contract documents and report immediately any deviations to Hidalgo County and Construction Manager (CM).
- 3) Inspect and approve material sources and waste, borrow and staging areas.
- 4) Track utility relocations and plot final facility locations on the final as-built plans (if any).
- 5) Erosion control monitoring in accordance with applicable permits.
- 6) Review and verify traffic control activities to include inspection of barricades and traffic control devices.
- 7) Develop final as-built plans by marking up a set of contract plans.
- 8) Check that completed work complies with the plans and specifications and is true to line and grade.
- 9) Organize an inspection of work completed at such time as the contractor may claim substantial completion, with a contractor's representative, Design Engineer, State, Federal & Local representatives, and issue a list of items to be corrected or completed.
- 10) The Consultant field personnel will be expected to wear personal protective equipment, including appropriate headgear, footwear and reflectorized vest when on the project site.
- 11) The Consultant will be expected to provide and have on the project all necessary equipment, tools, and supplies needed to carry out the required duties.

**V. Materials Testing**

The Consultant will perform all field sampling and Acceptance/Verification Testing of materials in accordance with TxDOT's Quality Assurance Program, if necessary by subcontracting a qualified materials testing laboratory. A description of services that may be required includes

Firms will be required to meet or exceed the scope of service below, but may not be limited to:

**Construction Materials Testing:**

- a) Plan review
- b) Pier inspection
- c) Soils testing
- d) Concrete sample and testing
- e) Hot Mix
- f) Pre cast concrete observations
- g) Structural steel inspection
- h) Reinforcing steel inspection
- i) Masonry inspections
- j) Other construction material testing

**Other Engineering Services include:**

Project Development Management, Site Planning & Analysis, Parking Design, Security Design, 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***

**METHOD OF SELECTION:**

An evaluation team comprised of three members nominated and approved by Commissioners' Court will review and evaluate the Qualifications for the purpose of making a selection, request the submission of supplemental information, or require firms to make formal presentations before the selection committee for possible interviews. The purpose of the interviews will be to identify and recommend an individual or firm offering, in total, the highest qualifications and experience with this type of project. The firm who is deemed the most qualified shall be recommended for award. This is subject to the firm meeting the reasonable, responsive and responsible tests, according to federal procurement procedures. The recommendation of the evaluation

team will be forwarded to Hidalgo County Commissioners' Court for consideration for award. Upon approval, Hidalgo County Purchasing Department will then begin negotiating a contract with the selected firm. The qualifications will be evaluated on various criteria including but not limited to the following (percent listed at the end of each item lists the importance of the evaluation criteria):

**SELECTION/EVALUATION PROCESS:**

The following criteria will generally be used to evaluate qualifications:

Criteria	Maximum Points
1) Experience Work	40
2) Performance	30
3) Capacity to Perform	20
4) DBE Certified	10
<b>TOTAL</b>	<b>100</b>

**1) EXPERIENCE OF PROPOSING FIRM (40 POINTS):**

Past experience with public construction management, construction projects, state and/or federally funded public works construction projects and public transportation projects and administration of Federal Funded projects of similar size and scope.

**2) WORK PERFORMANCE (30 POINTS):**

Performance regarding the success and capabilities of the firm's/person's past services will be assessed. Performance may include completing project activities on schedule, completing work within budget, and quality of work similar to that proposed. Qualifications should reflect the prospective firm's understanding of the project involved and the approach for implementation and the successful completion of deliverables. The selected firm will be required to show proof of professional liability insurance coverage.

**3) CAPACITY TO PERFORM (20 POINTS):**

Capacity will be evaluated in the terms of numbers and type of staff to be assigned tasks, staff experience, and staff time availability. The prospective firm shall supply a list of staff personnel, including subcontractors, to be utilized in carrying out the contract, and resume on each individual expected to be assigned to the project. A Professional Engineer is required to participate as a lead manager on the project.

**4) DBE CERTIFIED (10 POINTS):**

Firm is certified through the State Disadvantaged Business Enterprise (DBE) Certification program or how the firm proposes to make a good faith effort to meet the DBE goal.

**EVALUATION AND BASIS FOR AWARD**

One Award One contract award is anticipated under this solicitation. Multiple contract awards shall not be made.

**CONTRACT AWARD**

Hidalgo County reserves the right to negotiate with any and all engineering services firms that submit qualifications, per the Texas Professional Services Procurement Act, as amended, and the Office of Management and Budget Circular No. A-102. Responding architectural/engineering services firms will be notified if an oral presentation is necessary. The Texas Department of Transportation, (TxDOT) representative may participate in a review of procedures during the selection and negotiation process to assure that process meets all applicable guidelines for future TxDOT reimbursement. The contract will be awarded to the most highly qualified firm. A written award (or acceptance of qualifications) which is mailed, telegraphed, or otherwise furnished to the successful proposer within the time for acceptance specified in the solicitation shall

be deemed to result in a binding contract without further action by either party. The engagement process is summarized as follows:

- a) Requests for qualifications (RFQs) will be published as legal notices in the Hidalgo County's website, local paper a large regional paper (The Monitor).
- b) The Hidalgo County will open submissions and a panel comprised of at least 3 staff members of Hidalgo County will review submissions.
- c) Review Committee will score/rank qualifications according to the qualification rating sheet criteria and prepare a recommendation for Hidalgo County Commissioners' Court for final approval at the next regularly scheduled Hidalgo County Commissioner's Court after the rankings/shortlist presentations. The scoring committee will conduct interviews with the top three scoring respondents.
- d) At the next regularly scheduled Commissioners' Court Commissioners' Court will instruct the Purchasing Agent or her designee to begin negotiations with the highest scoring firm and authorize him to execute an agreement following successful negotiation. Proposing firms may be required to attend Commission Court. TxDOT will review and approve the professional fees, hours and scope before the contract is executed.
- e) Following successful negotiations and concurrence by TxDOT, and Commissioners' Court agreement will be executed and documents will be exchanged. If the negotiations with the highest scoring firm are not successful, the Purchasing will conclude negotiations with that firm and contact the next highest scoring firm and begin negotiations with the next firm.
- f) Hidalgo County will ensure that a qualified consultant is obtained through an equitable selection process and the prescribed work is property accomplished in a timely manner at a reasonable cost. We are an Affirmative Action/Equal Opportunity Employer and reserve the right to reject any and all qualifications, extend the RFQ deadline, and/or waive formalities in our selection.

**CERTIFICATIONS & FEDERAL CLAUSES**  
**FEDERALLY ASSISTED CONSTRUCTION, ALTERATION OR REPAIR CONTRACT)**

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\*\* NOTE: THIS SECTION MUST BE COMPLETED AND RETURNED WITH THE OFFER \*\*

**Disadvantaged Business Enterprise (DBE) Goals**

The offeror represents as part of its offer that it (Mark one with an "X"):

is

is not

a disadvantaged business enterprise (DBE). A DBE is defined as "a for-profit small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it." For purposes of this definition, socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Native Americans, women; and any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

It is the policy of the Authority and the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as pursuant to 49 Code of Federal Regulations (CFR) Part 26, are provided a level playing field, thus fostering an equal opportunity for them to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this solicitation. In this regard, all offerors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have a level playing field and an opportunity to compete for and perform contracts. The City and all offerors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts or subcontracts.

In accordance with TxDOT's DBE Policy, the City has established a goal for DBE participation in this solicitation. The offeror will be expected to meet or exceed, and/or demonstrate its good faith efforts to meet the goal. This goal, expressed as a percentage of the total contract price, including any increases that may occur, is:

**6**

% DBE Participation

Note: N/A denotes not applicable to this procurement.

Offerors should undertake necessary steps to plan and adequately provide for compliance with the stated DBE utilization goal well in advance of the date specified for receipt of qualifications.

Offerors are advised that the issue of whether or not the offeror has met or exceeded the established goal, or demonstrated sufficient good faith efforts, is considered by the City and TxDOT a matter of the offeror's responsibility. City will only award contracts to offerors determined to be responsible.

\* CHILD SUPPORT FORM \*

\*\* NOTE: THIS SECTION MUST BE COMPLETED AND RETURNED WITH THE OFFER \*\*

### State of Texas Child Support Business Ownership Form

COUNTY: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

Project Name: **ENGINEERING SERVICES FOR INSPECTION, MATERIAL TESTING AND CONSTRUCTION MANAGEMENT FOR MILE 2 NORTH ROADWAY RECONSTRUCTION PROJECT**

Business Entity Submitting Qualifications: \_\_\_\_\_

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

(    ) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by   **Hidalgo County**   With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

IF THIS PROJECT IS A JOINT VENTURE,  
ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

## **EXHIBIT B**

### **EVALUATION CRITERIA**

#### **HIDALGO COUNTY**

#### **REQUEST FOR QUALIFICATIONS**

**“Engineering Services for Inspection, Material Testing**  
**And Construction Management For Mile 2 North**  
**Roadway Reconstruction Project”**  
**(From La Homa Rd. To Moorefield Road)**

**2014-364-11-05-YSS**

**EVALUATION CRITERIA**  
**“ENGINEERING Services for Inspection, Material Testing And Construction**  
**Management For Mile 2 North Roadway Reconstruction Project”**  
**(From La Homa To Moorefield Road)**  
**RFQ No. 2014-364-11-05-YSS**

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**SELECTION/EVALUATION PROCESS:**

The following criteria will generally be used to evaluate proposals:

Criteria	Maximum Points
<b>1) Experience Work</b>	<b>40</b>
<b>2) Performance</b>	<b>30</b>
<b>3) Capacity to Perform</b>	<b>20</b>
<b>4) DBE Certified</b>	<b>10</b>
<b>TOTAL</b>	<b>100</b>

**1) EXPERIENCE OF PROPOSING FIRM (40 POINTS):**

Past experience with public construction management, construction projects, state and/or federally funded public works construction projects and public transportation projects and administration of Federal Funded projects of similar size and scope.

**2) WORK PERFORMANCE (30 POINTS):**

Performance regarding the success and capabilities of the firm's/person's past services will be assessed. Performance may include completing project activities on schedule, completing work within budget, and quality of work similar to that proposed. Proposals should reflect the prospective firm's understanding of the project involved and the approach for implementation and the successful completion of deliverables. The selected firm will be required to show proof of professional liability insurance coverage.

**3) CAPACITY TO PERFORM (20 POINTS):**

Capacity will be evaluated in the terms of numbers and type of staff to be assigned tasks, staff experience, and staff time availability. The prospective firm shall supply a list of staff personnel, including subcontractors, to be utilized in carrying out the contract, and resume on each individual expected to be assigned to the project. A Professional Engineer is required to participate as a lead manager on the project.

**4) DBE CERTIFIED (10 POINTS):**

Firm is certified through the State Disadvantaged Business Enterprise (DBE) Certification program or how the firm proposes to make a good faith effort to meet the DBE goal.

**EVALUATION CRITERIA**  
**“ENGINEERING Services for Inspection, Material Testing And Construction Management For Mile 2 North Roadway Reconstruction Project”**  
**(From La Homa To Moorefield Road)**  
**RFQ No. 2014-364-11-05-YSS**

<b>1. Experience Of Firm (40 pts maximum)</b> ➤ Past experience with public construction management, construction projects, state and/or federally funded public works construction projects and public transportation projects and administration of Federal Funded projects of similar size and scope	40	
Comments/Rationale For Points:		<b>TOTAL</b>
<b>2. Work Performance (30 pts maximum)</b> ➤ Performance regarding the success and capabilities of the firm's/person's past services. May include completing project activities on schedule, completing work within budget, and quality of work similar to that proposed. Firm's understanding of the project involved and the approach for implementation and the successful completion of deliverables.	30	
Comments/Rationale For Points:		<b>TOTAL</b>
<b>3. Capacity to Perform (20 pts maximum)</b> ➤ Firm's capacity in the terms of numbers and type of staff assigned tasks, staff experience and staff time availability. ➤ Was list of staff personnel (including subcontractors) to be utilized in carrying out the contract provided? ➤ Was resume provided for each individual to be assigned to the project? ➤ Is lead manager assigned to project a registered Professional Engineer? (Required)	20	
Comments/Rationale For Points:		<b>TOTAL</b>
<b>4. DBE Certified (10 pts maximum)</b> ➤ Is Firm certified through the State Disadvantaged Business Enterprise (DBE) Certification program? ➤ How does firm propose to make a good faith effort to meet the DBE goal?	10	
Comments/Rationale For Points:		<b>TOTAL</b>
<b>Total Score</b>		

Firm/Participant's Name: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Evaluator Signature: \_\_\_\_\_

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

# EXHIBIT “C”

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

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

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

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

**ACORD**

**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

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

**INSURERS AFFORDING COVERAGE**

INSURED

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

**COVERAGES**

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

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

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
<b>Hidalgo County</b> <b>Attn: Purchasing Department</b> <b>2812 S Highway Bus. 281</b> <b>Edinburg, Texas 78539</b>		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> 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

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

Yes       No

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

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

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

<b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR "PROFESSIONAL ARCHITECTURAL POOL"</b>
--

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or 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:

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

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Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_, 20\_\_\_\_



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

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

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

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

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

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**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

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

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

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

---

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

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## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

or

Employer identification number									

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

### Part II Certification

Under penalties of perjury, I certify that:

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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

## Privacy Act Notice

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

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

**Certification  
Regarding Debarment, Suspension Ineligibility**

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

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

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

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

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

Telephone Number: \_\_\_\_\_

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

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



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

RFQ No.: 2014-002-12-11-YSS

## **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
- \_\_\_\_\_ 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
- \_\_\_\_\_ Disadvantaged Business Enterprise (DBE) Goals
- \_\_\_\_\_ Child Support Form
- \_\_\_\_\_ One (1) Original, Seven (7) Copies, and Two (2) CD's containing a complete copy of Response.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date