

**AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS PAN AMERICAN AND HIDALGO  
COUNTY  
C-15-021A-06-23**

This Agreement effective on **June 23, 2015** (“Effective Date”), is between The University of Texas Pan American (UTPA) and Hidalgo County acting by and through the Hidalgo County Health Department (“Hidalgo County”) as the operator of the John Austin Peña Primary Care and Substance Abuse Treatment Facility at 3341 E. Richardson Rd., Edinburg, TX 78542 (“Hidalgo County” or “Facility”) (collectively, the “Parties”).

**WHEREAS**, UTPA is an institution of higher education as defined by Texas Education Code Section 61.003(8) and is located in Hidalgo County, Texas;

**WHEREAS**, Hidalgo County is a county in the State of Texas;

**WHEREAS**, UTPA shall administer and perform the duties and obligations of this Agreement until The University of Texas Rio Grande Valley (“UTRGV”) is fully operational and expressly assumes the duties and obligations of this Agreement by written instrument on or about September 1, 2015;

**WHEREAS**, UTPA and UTRGV (collectively the “UT Institutions”) with the Hidalgo County Health & Human Services Department shall provide integrated care to patients by Nursing, Physician Assistant, Social Work, Occupational Therapy, Communication Sciences and Disorders, Rehabilitation Counseling, Dietetics, Pharmacy and Clinical Laboratory Services students to develop treatment goals, educate, and provide services to the patients at Facility;

**WHEREAS**, the goal of this combination is to improve access to treatment for adolescents with mental illness, appetitive drive disorders, and concurrent medical issues, also known as triple diagnosis; and promote the rational utilization of scarce specialty resources for the most complex and high-risk adolescent population, as well as provide a guided practical and educational experience for the students and/or residents of the various health related UTPA programs;

**WHEREAS**, the intent is to provide integrated care that improves the mental health outcomes of high-risk, high-acuity children and adolescents;

**WHEREAS**, the Parties recognize the need for improved and expanded combined medical, mental health and addiction services like those provided for the citizens of Hidalgo County;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree to collaborate for the provision of the described healthcare services as follows:

**1) Program**

- a. Facility agrees that use of the Facility will be provided without cost to the UT Institutions for the purpose of providing integrated care to certain Hidalgo County patients.
- b. The UT Institutions agree that they will abide by the terms of the RFQ, provide the services described by the RFQ, and be responsible for the activities of the faculty, residents, and students providing services or participating in training at the Facility under the RFQ.

- c. Facility and the UT Institution representatives will design an educational experience with regard to the Program for residents and students utilizing the personnel, equipment, and facilities of Facility.
- d. The number of residents and students receiving clinical training at the Facility will be determined by the UT Institutions, with due consideration given to the Facility patients or clients available for participation in the Program.

**2) The UT Institutions' Obligations:** The UT Institutions and their students and/or personnel, where appropriate, shall:

- a. Assure that residents or students selected for participation in Program have satisfactorily completed all portions of the applicable curriculum that are a prerequisite for participation in the Program.
- b. Inform all faculty, residents, students, and other UT personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.
- c. Provide evidence that UT Institution personnel assigned to the Facility have such licenses, permits or certificates as may be required by law and requested by the Facility.
- d. Follow Facility policies regarding authorization for access to confidential information and review of medical records.

**3) Facility Obligations:** Facility and its personnel, where appropriate, shall:

- a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience-related activities of the Program.
- b. Provide desk, computer, internet connection, and phone connections..
- c. Assist the UT Institutions, as appropriate, with regulatory requirements related to the Facility.

**4) General Provisions**

- a. **Term.** This Agreement shall commence on June 23, 2015 and terminate on June 24, 2016. Hidalgo County reserves the right to extend the contract for two (2) one (1) year terms, and contract may be extended at the sole discretion of the County for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award on new bid for next contract.
- b. **Potential Assignment.** When UTRGV becomes fully operational on or about September 1, 2015, UTPA shall transfer the RFQ, to UTRGV and Facility agrees that this Agreement

may be assigned to UTRGV. In that event, all references to UTPA shall be applicable only to UTRGV.

- c. **Independent Contractors.** Under no circumstances shall any resident, student or UT Institutions' personnel be considered an agent or employee of Facility; they will be considered to be on the premises for the purpose of participating in the Program. Facility has no authority to dismiss UT Institutions' personnel, residents, or students. However, Facility may make recommendations to and shall retain its full power to control the practice and operations of the Facility.
- d. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no prior or contemporaneous agreements, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be effective unless reduced to writing and signed by an authorized representative of each Party.
- e. **Compliance.** The Parties will comply with applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement including applicable safety regulations.
- f. **Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- g. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:                      Ramon Garcia  
   Hidalgo County Judge  
   302 W. University Drive  
   Edinburg, Texas 78539

With a copy to:                      Eduardo Olivarez  
   Chief Administrative Officer  
   Department of Health  
   Hidalgo County Courthouse  
   100 N. Closner  
   Edinburg, Texas 78539

If to UTRGV:                              Sadiq Shah  
   Vice Provost of Research & Sponsored  
   Projects  
   1201 W. University Dr.  
   Edinburg, Texas 78539

With a copy to:                              Martin Baylor

UTPA Vice President for Business Affairs  
1201 W University Dr.  
Student Services Building, 5.104  
Edinburg, Texas 78539

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

- h. Controlling Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
- i. Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- j. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- k. Authority to Execute.** The execution and performance of this Agreement by the UT Institutions and County have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of the UT Institutions and County in accordance with its terms.
- l. Performance of Governmental Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

**WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.**

**THE UNIVERSITY OF TEXAS PAN AMERICAN**

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

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

**HIDALGO COUNTY, TEXAS**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:  
County Clerk**

By: \_\_\_\_\_  
Arturo Guajardo Jr.

**Approve as to form:**

Atlas, Hall & Rodriguez LLP

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

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



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

January 26, 2015

Re: **Addendum No. 2**

RFQ No: **2015-021-01-14-YZV**

***Hidalgo County*** –**“Substance Abuse Treatment & Primary Care Services for Adolescents”**

Dear Bidder:

Attached you will find **ADDENDUM NO. 2**, in connection with **“HIDALGO COUNTY”** Request for Qualifications for **“Substance Abuse Treatment & Primary Care Services for Adolescents”**.

Please add this **ADDENDUM NO. 2** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

**Acknowledge receipt of ADDENDUM NO. 2** by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626 x-4881.

Please be advised that this **ADDENDUM NO. 2** will complete your RFQ packet for ***Hidalgo County*** –**“Substance Abuse Treatment & Primary Care Services for Adolescents”**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY: \_\_\_\_\_  
ADDENDUM NO 2  
ACKNOWLEDEMENT OF RECEIPT

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

MLS/yzv  
Enclosures

# ADDENDUM NO. 2

January 26, 2015

RFQ No. 2015-021-01-14-YZV

*Hidalgo County*

“Substance Abuse Treatment & Primary Care Services for Adolescents”

## PLEASE NOTE THE FOLLOWING CHANGES:

RFQ Acceptance Date: ~~WEDNESDAY, JANUARY 14, 2015 @ 9:30 A.M.~~

1. ~~RFQ ACCEPTANCE DATE HAS BEEN CHANGED TO:~~ Wednesday, January 28, 2015 @ 9:30 A.M  
(Addendum 1)

2. RFQ ACCEPTANCE HAS BEEN CHANGED TO: WEDNESDAY, FEBRUARY 11, 2015  
@ 9:30 A.M.

Please add this Addendum No 2 to your Statement of Qualifications (RFQ) so as to permit your company to submit a complete packet.

I, \_\_\_\_\_, acknowledge receipt of ADDENDUM NO. 2 dated, January 26, 2015 **RFQ NO.:2015-021-01-14-YZV- *Hidalgo County* -“Substance Abuse Treatment & Primary Care Services for Adolescents”**

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

\_\_\_\_\_  
Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR RFQ PACKET.**



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

January 07, 2015

Re: **Addendum No. 1**

RFQ No: **2015-021-01-14-YZV**

***Hidalgo County*** – **“Substance Abuse Treatment & Primary Care Services for Adolescents”**

Dear Bidder:

Attached you will find **ADDENDUM NO. 1**, in connection with **“HIDALGO COUNTY”** Request for Qualifications for **“Substance Abuse Treatment & Primary Care Services for Adolescents”**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

**Acknowledge receipt of ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us)

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 x-4881.

Please be advised that this **ADDENDUM NO. 1** will complete your RFQ packet for ***Hidalgo County*** – **“Substance Abuse Treatment & Primary Care Services for Adolescents”**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY: \_\_\_\_\_  
ADDENDUM NO 1  
ACKNOWLEDEMENT OF RECEIPT

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

MLS/yzv  
Enclosures

# **ADDENDUM NO. 1**

**January 07, 2015**

**RFQ No. 2015-021-01-14-YZV**

***Hidalgo County***

**“Substance Abuse Treatment & Primary Care Services for Adolescents”**

## **PLEASE NOTE THE FOLLOWING CHANGES:**

RFQ Acceptance Date: ~~WEDNESDAY, JANUARY 14, 2015 @ 9:30 A.M.~~

1. RFQ ACCEPTANCE DATE HAS BEEN CHANGED TO: **Wednesday, January 28, 2015 @9:30 A.M**
2. WRITTEN QUESTIONS have been changed to: **Wednesday, January 21, 2015 by 5:00pm**
3. RESPONSES TO QUESTIONS will be emailed by: **Friday, January 23, 2015 by 5:00pm**

Please add this Addendum No 1 to your Statement of Qualifications (RFQ) so as to permit your company to submit a complete packet.

I, \_\_\_\_\_, acknowledge receipt of ADDENDUM NO. 1 dated, January 07, 2015 **RFQ NO.:2015-021-01-14-YZV- *Hidalgo County*** -**“Substance Abuse Treatment & Primary Care Services for Adolescents”**

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

\_\_\_\_\_  
Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR RFQ PACKET.**



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

## REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

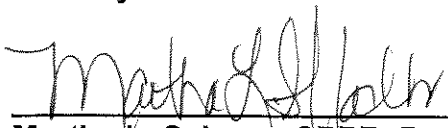
“Substance Abuse Treatment and Primary Care Services for Adolescents”

RFQ NO: 2015-021-01-14-YZV

1. Request for Qualifications Letter.
2. Request for Qualifications, Legal Notice, consisting of 09 pages.
3. Exhibit A, Requirements, Terms & Conditions and Exhibit A-1, Additional Requirements, Specifications, consisting of 16 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 3 page.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 page.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and IRS W-9 Form, consisting of 6 pages.
9. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB, Purchasing Agent

December 29, 2014  
\_\_\_\_\_  
Date



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

December 29, 2014

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Re: **HIDALGO COUNTY**  
Request For Qualifications -**"Substance Abuse Treatment and Primary Care Services  
for Adolescents"**  
**RFQ NO: 2015-021-01-14-YZV**

Dear Respondents:

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

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

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

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/cga

Enclosures

RFQ No: 2015-021-01-14	Buyer III: Yolanda Z. Velasquez	Tel. No: (956) 318-2626
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## REQUEST FOR QUALIFICATIONS

**Hidalgo County**  
Edinburg, Texas

**“Substance Abuse Treatment and Primary Care Services for Adolescents”**  
January 14, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent

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

(956) 318-2626

Form HCPD-04

1. **Sealed Statements of Qualifications** will be received for **“Substance Abuse Treatment and Primary Care Services for Adolescents”**, in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and seven (7) copies of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **Request For Qualifications 2015-021-01-14-YZV “Substance Abuse Treatment and Primary Care Services for Adolescents”** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 14, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ No.: 2015-021-01-14-YZV -“Substance Abuse Treatment and Primary Care Services for Adolescents”.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE TO (956) 318-2629 OR VIA EMAIL TO [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) NO LATER THAN Wednesday, January 07, 2015 at 5:00 p.m.** Responses will be sent to all applicants via facsimile by Friday, January 09, 2015. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this statement of qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all statement of qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications for approval. Receipt of any statement of qualifications shall under no circumstances obligate County to accept the lowest dollar statement of qualifications. The award of this contract shall be made to the responsible offeror whose statement of qualifications is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.
5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.
6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.
7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a statement of qualifications or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.

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

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

14. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful vendor
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation – **“Substance Abuse Treatment and Primary Care Services for Adolescents”**
  - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

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

15. Schedule of Events

<b>RFQ Acceptance, 9:30 A.M.</b>	<u>January 14, 2015</u>
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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

- . ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the~~

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

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

17. Ethical Standards:

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

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

18. Disclosure of Conflict of Interest

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

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

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

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

damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful participant, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from statement of qualifications award. Successful participant indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful participant shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful participant.

26. Successful participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Participants shall provide with the statement of qualifications response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Participants must provide **all** documentation requested with this Statement of qualifications in their response. Failure to provide this information may result in rejection of the statement of qualifications as non-conforming.

**Request For Qualifications**  
for  
**“Substance Abuse Treatment and Primary Care Services for Adolescents”**  
**RFQ No: 2015-021-01-14-YZV**

January 14, 2015

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

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

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

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

Respectfully submitted,

Participant: \_\_\_\_\_

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

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

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

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

# **EXHIBIT A**

## **REQUIREMENTS/TERMS AND CONDITIONS**

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

**"SUBSTANCE ABUSE TREATMENT AND PRIMARY CARE  
SERVICES FOR ADOLESCENTS"**

**RFQ NO: 2015-021-01-14-YZV**

Hidalgo County (hereinafter referred to as "COUNTY") is inviting statements of qualifications from qualified firms/vendors to provide "Substance Abuse Treatment and Primary Care Services for Adolescents" for a period of one (1) year with the County's option to renew/extend two (2), one (1) year extensions, at the same rate, terms and conditions. Hidalgo County is seeking to enter into an Operational Lease/Agreement(s) with state-registered (Texas) firm (which will be provided as a draft copy acceptable to Hidalgo County thru an Addendum). Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "**Substance Abuse Treatment and Primary Care Services for Adolescents**"-**Request for Qualifications**" as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday January 14, 2015. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that "Request For Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

**US Postal Mail address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Administration Building  
2812 S. Business Hwy. 281  
Edinburg, Texas 78539

**Physical Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.**

The following outlines the Request For Qualifications:

**SECTION I GENERAL TERMS AND CONDITIONS**

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, January 07, 2015 at 5:00 P.M. at (956) 292-7612, and/or BY EMAIL TO: [yolanda.velasquez@@co.hidalgo.tx.us](mailto:yolanda.velasquez@@co.hidalgo.tx.us) Responses will be sent to all applicants via facsimile by Friday, January 09, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**PROPOSER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably

necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

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

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

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

**HAND DELIVERED PROPOSALS:**

Hidalgo County requires submitters, when hand delivering RFQ, to make sure that it is stamped with date and time by the County Purchasing staff.

**SIGNING OF PROPOSALS/QUALIFICATIONS:**

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

**WAIVING OF INFORMALITIES:**

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

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

**TERM OF CONTRACT:**

It is intended that the term of the contract will be for an initial period of one (1) year, with County's option to renew for two (2) additional one (1) year terms, under the same rates, terms and conditions.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and conditions.

**DAVIS BACON ACT: (If Applicable)**

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

## SECTION II RFQ REQUIREMENTS

### REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

### CONTENTS:

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

### UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter'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:

Hidalgo County Health and Human Services is seeking to contract with a qualified firm(s) for "Substance Abuse Treatment and Primary Care Services for Adolescents". Please refer to the "**Additional Requirements, Qualifications, Specifications, Instructions and Eligibility Criteria**" for further requirements regarding detailed information.

### 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 licenses and certifications as required by the State of Texas, and Hidalgo County that you possess that deem you as a qualified provider. The qualified firm/provider(s) should add copies of its/their Professional Liability Insurance as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

If the firm/provider cannot meet any of the following services/responsibilities, such exception must be noted on the company's cover letter.

### SCOPE OF SERVICES:

Hidalgo County Health and Human Services (HCHHS) is requesting statements of qualifications from experienced, qualified firms/vendors to provide "Substance Abuse Treatment and Primary Care Services for Adolescents". Please refer to the "**Additional Requirements, Qualifications, Specifications, Instructions and Eligibility Criteria**" for further requirements regarding detailed information.

### NUMBER OF COPIES TO BE SUBMITTED:

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

### PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Hidalgo County will discuss this during the negotiation process.

### **SECTION III: SELECTION AND SCHEDULES**

#### **SELECTION PROCEDURES/EVALUATION CRITERIA:**

The RFQ shall be submitted according to the schedule below. The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner's Court a presentation may be requested from the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking.

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

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

Statement of Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

**A. Participant proposed services In Lieu of operational facility and amenities. (40)**

- Participant to summarize clinical substance abuse and medical services to be performed.
- In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County.

**B. Program Design (20)**

- The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- Completion of all aspects and information asked for in this RFQ and the attachments thereto.
- Participant's services and treatment activation plan and time frames and dates.
- Participant's program performance measures, evaluation, and monitoring procedures.
- The adequacy and extent of Participant's financial resources and insurance coverage.

**C. Participant's Experience (20)**

- Participant's/firm qualifications (e.g. Experience/Licenses/Certificates of management and staff). Please note if individual is a full time salaried employee or a consultant with limited patient contact.
- Evidence of participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.
- Participant's experience in working with the target population being addressed in the statement of qualifications.
- Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment.

**D. Participant's Operations Plan and Budget (20)**

- Required to be submitted;
- In compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.
- Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County.

**NEGOTIATION PROCESS:** The number one ranked firm will be contacted to commence stage of the negotiation process including a lease fee. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

# EXHIBIT A-1

## HIDALGO COUNTY Request for Qualifications

RFQ No.: 2015-021-01-14-YZV

### **“Substance Abuse Treatment and Primary Care Services for Adolescents”**

#### Additional Requirements, Qualifications, Specifications, Instructions and Eligibility Criteria

Hidalgo County Health and Human Services (HCHHS) is seeking statements of qualifications for vendors to provide **“Substance Abuse Treatment and Primary Care Services for Adolescents”** for a period of one (1) year with the County’s option to renew/extend two (2), one (1) year extensions, at the same rates, terms and conditions. *Hidalgo County has the facility in place, only the services for “Substance Abuse Treatment and Primary Care Services for Adolescents” are being requested to be provided in the existing facility.*

#### **PROGRAM MISSION:**

1. Protect the public interest and public health safety of our community by the use of substance abuse prevention, intervention and treatment methods;
2. Provide substance abuse treatment and primary health care services to adolescents and/or the juvenile courts in our community;
3. Provide substance abuse treatment and primary care to adolescents who may be referred from the criminal justice system, educational system or from the public or private sector;
4. Provide programs and activities designed to reduce the impact of adolescents abuse and addiction;
5. Promote a drug-free lifestyle for clients in collaboration with families, schools and various community organizations;
6. To engage primary health care to assist the treatment of substance abuse and addiction to children within our community.
7. To provide a teaching/learning environment for university/college students in social/behavioral health, medical, Allied health, and/or public health programs of study.

#### **OVERVIEW:**

Any contract that is offered and furnished by Hidalgo County to Firm/Participant under this RFQ will be “SERVICES FOR OPERATING LEASE” type contract (which will be provided as a draft copy acceptable to Hidalgo County thru an Addendum). Such offered lease/contract will contain terms and conditions similar to those set forth in the *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements* and will hold the potential vendor accountable for all billing and collections of said services rendered to clients within the community. Hidalgo County and/or Hidalgo County Health & Human Services (HCHHS) Department will not be held responsible for any payment, collections and/or revenue production for any services offered by qualified firm/participant; as such provisions therein may be revised by Hidalgo County and firm/participant to conform to the circumstances.

If a contract is offered and furnished by Hidalgo County to firm/participant, it is anticipated that the proposal, and the related operations and budget information as submitted in response to this RFQ, will be attached and incorporated by reference into such contract as entered into and executed by the parties.

Under these circumstances, therefore, the firms/participants **Vendor Operations Plan and Budget** as included in the statement of qualifications will become legally binding upon the firm/participant and Hidalgo County. Such Vendor Operations Plan, related Budget and any clinical services will govern the process, circumstances, and terms under which the Firm/participant's substance abuse treatment and primary care services will be provided. With respect to the Vendor Operations Plan and the related Budget, see also: *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements*. In addition, the qualified firm/participant is solely responsible to obtain all and any licenses, permits and/or permissions required to provide substance abuse prevention, intervention and treatment services to adolescents in accordance to any and all State of Texas Regulations to include any licenses or permits for the County –owned building and/or its premises as required by Texas Department of State Health Services. In the case of any actual or alleged disagreement, discrepancy, or conflict between the contract as entered into between Hidalgo County and firm/Participant and the Vendor Operations Plan and Budget as incorporated therein, the language and provisions of the contract shall take precedence and prevail.

Hidalgo County is offering, in lieu of payment for services provided by the participant, the following:

1. **The facility in which primary care/substance abuse services will be provided** by vendor. The facility was constructed by the State of Texas and Hidalgo County at an approximate cost of \$5 - 6 million. The facility is approximately 13,000 sq. ft. with the needed group rooms, offices, exam rooms, reception areas and other facilities that are usual and customary to an outpatient treatment program.
2. Hidalgo County will be responsible for **any costs involving the usual and customary utilities** (i.e. water, electrical, telephone and IT services).
3. The facility will have a **gazebo exterior facility** which will allow didactic instruction in a natural setting.
4. In order to assure privacy and security, the perimeter of facility grounds will be fenced and/or landscaped and lit.
5. Hidalgo County will be responsible to provide the custodial and basic upkeep of facility and surrounding grounds.
6. Hidalgo County will provide **adequate parking for clients and staff** as well as providing for ADA access and allotted parking spaces as required by the State of Texas and the City of Edinburg, Texas.

7. Hidalgo County will provide basic office furnishings and any additional furnishings in the group rooms, classrooms, exam rooms and reception areas, i.e. desks, chairs, tables and credenzas in the appropriate areas.
8. Hidalgo County will provide **IT access via T-1 and copper lines** as directed by Hidalgo County IT dept, **to include any monthly or yearly charges**. Each office space, exam room and group rooms will be pre-wired for the necessary IT, telephone and digital needs.
9. The facility will be equipped with **full generator capability** to ensure the most comfortable and secure environment for the firm/participant.
10. The facility will also include a **fully-equipped kitchen** which can be used with the adjacent class-space in providing life-skills education along with nutritional education to the clients and families.
11. The **County Sheriff and/or Constable will provide basic security** to include surveillance of the perimeter of the property and facility on a regular incremental basis. Security will include **perimeter security cameras** which can be controlled and observed from inside the building.
12. Hidalgo County will **assist the qualified firm/participant in obtaining adequate referrals** in order to encourage its success and promote a healthier lifestyle for Hidalgo County residents.

The qualified firm/participant will be fully responsible for all costs associated to clinical services, insurances, liabilities and any additional costs related to the operations of a State-licensed free-standing substance abuse/primary care facility and services.

Hidalgo County will not be responsible for any liability or cost due to the lack of sustainability and/or operations by the proposed vendor and/or any of its partners or business alliances. In the event of such dire circumstances, the County MAY review options with the provider.

If a formal written contract is negotiated and entered into between firm/participant with Hidalgo County, it is anticipated that the format, terms and provisions, of such contract will be substantially set forth by *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements*. Prior to its furnishing of a formal contract/lease to firm/participant, Hidalgo County reserves the right to revise or modify such contract format, terms and conditions as may be deemed appropriate under the circumstances and to accommodate any changes or revisions that may occur to the applicable *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements, legislation or other requirements*.

## OVERVIEW OF REQUIRED SERVICES:

### A. NAME:

The name of the facility and/or treatment program, the approved moniker for this campus is the John Austin Peña Memorial Center for Primary Care and Substance Abuse.

- B. Hidalgo County is seeking "Substance Abuse Treatment Agencies" to provide services to substance abusing adolescents that have been referred by the juvenile court system, educational system or from the public or private sector. This may and often does include adolescents who have violent or sexual offenses or have mental illness. **Exceptions to these or any type of client/adolescents should be noted.**
- C. The level of services to be provided includes primary care and outpatient substance abuse treatment services. **A firm/participant must respond to all levels of service.**
- D. Any contracts that may be awarded to participant related to this RFQ will be for "Substance Abuse Treatment and Primary Care Services for Adolescents" **only**. Hidalgo County has the facility for the services being requested. Services such as anger management, cognitive behavioral and life skills can be included by a firm/participant in treatment to the extent they are inclusive in a substance abuse treatment and primary care program, and related to the specific issue of substance abuse and or primary health care and/or prevention.
- E. Under any contract that may be awarded related to this RFQ, Firm/participant will be obligated to submit one (1) copy each month of an itemized description of services being provided to Hidalgo County Health & Human Services Department and must make quarterly presentations to Hidalgo County Commissioners Court regarding admissions, services being provided and overall status of program. In addition, firm/participant that provides the services requested may be required to use the forms and procedures specified by the client's referring entity. Firms/participants may be required to submit payment of lease electronically to Hidalgo County on software provided by Hidalgo County.
- F. If required, firm/participant, at no cost to Hidalgo County, must agree to provide appropriate testimony, affidavits and documents for any court proceedings and trials related to its treatment and other services regarding any clients or families referred from the Juvenile Probation system and/or any other entity requiring such documentation in accordance with the State of Texas.
- G. Requirements in the event of a Declared Emergency:  
In the event of a man-made or natural emergency event, (i.e., hurricanes, wildfires, bioterrorism, etc.), Hidalgo County has the right to utilize this facility for no more than 10 working days or 14 calendar days as an emergency response operations facility or as designated by the Texas Department of Emergency Management (TDEM). Funds obtained via the Federal Emergency Management Agency (FEMA) and TDEM to construct this facility allows the building to withstand up to a Category 3 hurricane; therefore, during those emergent times, the ultimate responsibility for Hidalgo County would be to provide assistance to all responders and residents of the County. The facility will benefit the firm/participant by having 24/7 generator power for the entire facility at the expense of the County. Therefore, the impact to the firm/participant during non-emergent power outages would be minimal.
- H. Encouragement of Academic Partnerships:  
The firm/participant is highly encouraged to partner with the various accredited institutions

of higher learning to obtain and provide training and internship opportunities in the clinical areas in which it is clinically appropriate, in accordance with the Texas DSHS rules and guidelines. The firm/participant is encouraged to demonstrate this aspect in their operations plan.

1. Should the County enter into a partnership with a university/college, vendor shall agree to participate in said program to the extent allowed by the State of Texas and all other licensing entities.

#### **REQUIRED INFORMATION:**

1. The qualified firm/participant will be responsible to provide any and all documentation requested by the client's referring agency in accordance with the treatment plan, after-care plan and/or referral for additional treatment in accordance with the State of Texas Rules and Regulations. Documentation may include information being sent to Hidalgo County Commissioners Court, Hidalgo County Health & Human Services Department, and/or any other County, State or Federal agency to include school districts and/or private schools.
2. The firm/participant must adhere to ALL Texas DSHS licensure requirements for a free-standing substance abuse and primary care treatment facility. The qualified firm/participant will be solely accountable for addressing any findings, complaints and/or legal issues resulting from patient neglect, clinical programming misappropriations and/or inadequate clinical oversight.

#### **PROGRAM DESCRIPTION:**

1. Describe all services to be provided by firm/participant, and specify if all services are provided to persons referred to the Hidalgo County Primary Care and Substance Abuse Facility.
2. Describe Firm/participant's services and treatment goals and objectives, including how an individualized client treatment plan is developed. Describe other types of treatment plans you will use; firm/participant must define what would be considered a successful treatment outcome, taking into account the client's individualized family treatment plan;
3. Describe all responsibilities that are to be placed upon persons and family members participating in firm/participant's programming, taking into account any requirements from the Juvenile Probation, School or other referring agencies which includes any treatment services assignments, which may include tasks for the client to complete (i.e., homework assignments, practice sessions, etc., include frequency, number and time frame where appropriate).
4. Describe the Firm/participant's experience and history, if any, in working with adolescents who are, or were, involved with the criminal justice and/or educational system in Texas or elsewhere.
5. Specific requirements for Non-Residential Treatment Services:

- a. Provide photocopies of all state and local facility licenses/certificates that apply to the services/treatment at issue, and include expiration and renewal dates;
- b. Describe the procedure used by firm/participant and information that is necessary for a client to be admitted to their program/service;
- c. Firm/participant must develop and incorporate preventive medical and intervention goals and procedures into the client and family treatment plan; clear expectations must be monitored and reported by firm/participant to Hidalgo County and/or to referring entities (i.e. juvenile court system, educational system or other referring agencies);
- d. Describe and specify any diagnostic assessments by firm/participant that will precede program services and/or treatment. Describe any post-program services and/or treatment assessments that will be conducted by Firm/participant. Describe why these particular assessments will be utilized;
- e. Describe how and in what time frame and under what circumstances an individualized client treatment plan is developed by Firm/participant; and, demonstrate a method in which previous treatment programs are incorporated into the individualized treatment plan.
- f. If group counseling is provided, describe the type of group process utilized, include goals/objectives of group process, minimum/maximum number of clients in a group, specify if open or closed groups are utilized;
- g. If individual counseling is provided, describe the counseling/therapeutic approach utilized, specify skill development techniques utilized and goals/objectives of individual counseling; to incorporate any AXIS 3/Medical Diagnosis into their individualized treatment plan.
- h. Describe minimum/maximum length of program participation. (Specify program length for each level of service, *i.e.* group/individual.) Describe what criteria and processes are used by Firm/participant to determine when to release a client early or to request a written extension;
- i. Describe how client progress is measured during program participation. Including the type and frequency of progress reports to be made to Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies);
- j. Describe communication process and frequency of communication between firm/participant's program staff and Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies); Specify if communication process or frequency will vary during duration of firm/participant's services/treatment; firm/participant must always take into account: HIPAA rules and Guidelines when communicating about a

client's/family's progress.

- k. Describe the firm/participant's client discharge/termination procedure (successful /unsuccessful) from the program/service being provided. Include if certificates of completion will be provided by firm/participant to participants, and if so, the procedure to provide certificate to an client and the notification procedure to be used by firm/participant to Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies);
- l. Describe the firm/participant's staff-to-client ratio by level/type of service and treatment.
- m. Describe other relevant client supervision procedures. Describe firm/participant's client files, records, format, electronic databases, frequency of entries, etc. Provide a sample of HIPAA protocols for clients and families.

6. Firm/participant must provide outcomes of quality of life improvements, life-skill improvement, community re-orientation improvements, family communication, improvements, and incorporate any medical prevention/education procedures that will demonstrate an improvement in quality of life when concerning medical health (i.e. glucose testing, proper nutrition, follow-through on meds, etc.). Firm/participant must define what would be considered a successful treatment outcome taking into account the client's individualized family treatment plan.

7. Describe, at a minimum, Firm/participant's program performance measures and standards, to at least the following:

A. Outputs:

- Total number of clients served;
- Total number of counseling hours provided.
- Total number of class hours provided
- Total number of family counseling hours provided

Other output measures may be determined/requested by Hidalgo County and/or referring entities (i.e. juvenile court system, educational system or other referring agencies);

B. Outcomes:

- Include immediate and long-term outcomes that are specific to the program/services as set forth in the proposal;
- Total number of successful program completions;
- Reduction of drug or alcohol use by clients.
- Firm/participant will provide a cost-utilization plan on services provided, i.e. actual costs of all services provided by vendor. This will be part of the quarterly information provided to Hidalgo County Commissioners' Court, in order to demonstrate an actual dollar value of services in return for the usage of the facility and all services associated with the Hidalgo County facility.

Other output measures (determined/requested by Hidalgo County and/or referring entities, (i.e. juvenile court system, educational system or other referring agencies).

## **PROGRAM EVALUATION METHODS:**

1. Describe Firm/participant's plan for determining the degree to which output and outcome objectives are met and methods that are followed.
2. Describe Firm/participant's documentation methods and the plan for monitoring records and determining and evaluating outputs and outcomes.
3. Firm/participant must provide their quality assurance (QA) procedures for monitoring performance measures, outputs and outcomes, and who would be accountable for maintaining this information, including any subcontracted agencies
  - a. Firm/participant must provide full disclosure of all licensed sub-contractors that may provide any direct client services to Hidalgo County residents.
  - b. Firm/participant must provide a signed statement of assurance demonstrating that a complete background check on all employees, contractors and any licensed staff has been conducted to assure the safety and well-being of all clients and family members participating.
4. Describe how data and records will be gathered by firm/participant to determine treatment and program outputs and outcomes.
5. Firm/participant must provide a list of testing instruments to be utilized in treatment, and provide a brief explanation of why this instrument will be used.
6. Firm/participant's data analysis methods and utilization of outcomes must be clearly described within the proposal.
7. Describe the evaluation reports to be prepared and produced by firm/participant.
8. Describe the firm/participant's Management Information System (MIS), electronic databases, and record systems to be used by firm/participant for tracking clients in treatment and after discharge.
9. Additional Outcomes.
  - Additional program evaluation outcomes will be measured by Hidalgo County and/or referring entities (i.e. juvenile court system, educational system or other referring agencies); firm/participant must provide services that meet the following goals:
    - a. Incorporation of preventive medical intervention and education into the individualized client/family treatment plan.
  - Outcomes must demonstrate an improved quality of life and life-skill improvement in relation to the treatment program and plan.
  - The desired programmatic outcomes must reflect a decrease in juvenile delinquency,

increase school participation, improvement of family communication - all manifested by a decrease in substance abuse utilization due to increased life-skills.

- Firm/participant must provide an incorporation of medical/pharmaceutical treatment activities in conjunction with the after-care and ongoing family participation in their treatment program.

**COST/FEES:**

HCHHS or no other county entity will be held accountable for any of the costs incurred for providing direct patient care; the firm/participant will be fully accountable for all billing/collections and verification of benefits from each of the participating clients.

Hidalgo County will provide the facility, utilities, and additional amenities as described in the previous introductory sections.

**PARTNERSHIP/SUSTAINIABILITY DEVELOPMENT:**

HCHHS, along with other Hidalgo County agencies, would be interested in participating with the firm/participant for any grant application, seeking future funding or any collaborative efforts encouraging a new funding stream. Examples of partnership may include letters of support, contacting local, state and/or federal officials and provide assistance by whatever method sanctioned by the Hidalgo County Judge and Commissioners Court.

**AIDS AND HIV INFECTION:**

Vendor agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Vendor and for clients and residents served by Vendor in accordance with the provisions found in Health and Safety Codes, Sections 85.112, 85.113, and 85.115.

**ACCESS TO RECORDS AND INFORMATION:**

The firm/participant will make available any information from the client, medical records, program operation information or financial information and data in the event that it is requested by any state or federal agency or by the County auditor. Hidalgo County does not foresee any particular scenario in which this may occur; however, the firm/participant must make themselves amenable to any such requests from the County, with due cause.

**EQUIPMENT:**

Hidalgo County will provide communication equipment, computer access and maintenance of such equipment.

Firm/participant must provide their own computers/monitors/keyboards, copiers, printers or any hardware and/or software associated with the day-to-day operations of the therapeutic program. Firm/participant will be held accountable to repair/replace any of the equipment provided by Hidalgo County if it is damaged, stolen or misused by the firm/participant and/or clients.

**VENDOR BACKGROUND/QUALIFICATIONS:**

Each proposal shall contain the following information.

1. Name, title, telephone and fax number of firm/participant's contact person for all inquiries from Hidalgo County and or the referring entity. The contact person shall be responsible for fielding all inquiries from Hidalgo County and/or the referring entity related to the proposal, and providing the firm/participant's response to Hidalgo County's/ referring entities inquiries.
2. Business form of firm/participant (e.g. corporation, partnership, sole proprietorship, governmental entity, agency, etc.), if applicable.
  - a. If a corporation, include the date and state incorporation;
  - b. Whether firm/participant is for profit business or non-profit corporation, governmental agency or entity;
  - c. Names and addresses of firm/participant's principal of officers, directors, or partners;
  - d. Identify all employees, officers, or staff of firm/participant who is actively or previously on community supervision, probation, deferred adjudication parole, or who has been convicted of a felony or Class A or B misdemeanor;
  - e. A copy of firm/participant's most recent financial statement (i.e. monthly, quarterly); and most recent audited financial statement each to include corresponding balance sheet, income statement and statement of cash flow. Firm/participant must include an affidavit certifying that firm/participant is duly qualified, capable and otherwise bondable business entity, that firm/participant is not in receivership or contemplates same, and has not filed for bankruptcy;
  - f. A brief biography and complete resume of the person or persons who will operate/manage the services provided by firm/participants;
  - g. The organizational chart showing firm/participant's staff and management.
3. The name and address of the firm/participant's insurance carrier(s), along with a letter or statement(s) from firm/participant's insurance carrier(s) attesting that the insurance coverage(s) as specified in this RFQ is/are either in force or available to upon firm/participant.
4. Complete reference information for all public and private institutions or agencies to which the Firm/participant provides or has provided similar services and treatment. Specify dates for such similar services contracts, and current rates being charged by Firm/participant for these contracted services.
5. A list of civil lawsuits, administrative proceedings, or investigations filed or pending at any time during the past five years, brought against, or on behalf of, Firm/participant, its officers, or employees.
6. A list of all criminal cases or proceedings filed or pending at any time during the past five years, brought against, or on behalf of, the Firm/participant, its officers, or employees.
7. Other organizations, biographical, or financial information deemed relevant by the Firm/participant or as requested by Hidalgo County.
8. Hidalgo County has the facility for such services and is requesting statements of

qualifications for the “**Substance Abuse Treatment/Primary Care Services for Adolescents only**”. Firm/participant must describe the levels of treatment and services to be provided.

9. Describe when the treatment and services which are the subject of the proposal could begin.

**MINIMUM REQUIREMENTS:**

- The firm/participant will provide substance abuse/prevention treatment programs as prescribed and in accordance to all rules and/or regulations which apply to outpatient/adolescent treatment programs as indicated. The firm/participant will provide programmatic and facility licenses required to operate their described program in accordance to all and any rules or criteria set forth by the Texas Department of State Health Services and/or any other state or federal agency which may oversee any potential referral source (i.e. juvenile probation, criminal justice, school system).
- The firm/participant must adhere to all usual and customary screening, evaluation, assessment and treatment methods as prescribed by outpatient substance abuse treatment programs in accordance to Texas DSHS rules and guidelines.
- Firm/participant must submit a plan in how they would incorporate up to 10% of overall clientele, which may be considered pro-bono/free services, as referred by various Hidalgo County agencies.

**Miscellaneous:**

Under any contract that may be awarded related to this RFQ, Firm/participant shall provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the HIDALGO COUNTY as specified in writing), and do all things necessary for, or incidental to, the provision of the substance abuse treatment and services listed in this RFQ.

**HIPAA Compliance:**

Offeror agrees to comply with the Standards for Privacy of Individual Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as “HIPAA”, to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

**EXHIBIT B**

**EVALUATION/SELECTION CRITERIA**

**HIDALGO COUNTY  
REQUEST FOR QUALIFICATIONS**

**"SUBSTANCE ABUSE TREATMENT AND PRIMARY CARE  
SERVICES FOR ADOLESCENTS"**

**RFQ NO: 2015-021-01-14-YZV**

# **RFQ - EVALUATION CRITERIA**

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

## **A Participant proposed services in Lieu of operational facility and amenities. 40 pts**

- Participant to summarize clinical substance abuse and medical services to be performed.
- In considering the proposals, H. C. reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County

## **B Program Design 20 pts**

- The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- Completion of all aspects and information asked for in this SOQ and the attachments thereto.
- Participant's services and treatment activation plan and time frames and dates.
- Participant's program performance measures, evaluation, and monitoring procedures.
- The adequacy and extent of Participant's financial resources and insurance coverage.

## **C Participants Experience 20 pts**

- Participant's/firm qualifications (e.g. Experience/Licenses/Certificates of management and staff).
- Please note if individual is a full time salaried employee or a consultant with limited patient contact.
- Evidence of participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.
- Participant's experience in working with the target population being addressed in the statement of qualifications.
- Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment.

## **D Participant's Operations Plan and Budget 20 pts**

- Required to be submitted
- In Compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.
- Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County.

**EXHIBIT "B"**  
**RFQ EVALUATION FORM**

<b>Selection Criteria</b>	<b>Minimum Points</b>	<b>Score</b>
<b>1. Proposed services in lieu of operational facility and amenities:</b> 40 PTS		
➤ Participation to summarize clinical substance abuse and medical services to be performed	0-20	
➤ In considering the statement of qualifications, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County.	0-20	
Comments/Rationale for points:	<b>TOTAL:</b>	<u>          </u>
<b>2. Program Design</b> 20 PTS		
➤ The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.	0-5	
➤ Completion of all aspects and information asked for in this RFQ and the attachments thereto.	0-5	
➤ Participant's program performance measures, evaluation, and monitoring procedures.	0-5	
➤ The adequacy and extent of Participant's financial resources and insurance coverage.	0-5	
Comments/Rationale for points:	<b>TOTAL:</b>	<u>          </u>
<b>3. Participant Experience</b> 20 PTS		
➤ Participant's/Firm qualifications (e.g. Experience/licenses/certificates of management and staff)	0-5	
➤ Please note if individual is a full time salaried employee or a consultant with limited patient contact.	0-5	
➤ Evidence of participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.	0-5	
➤ Participants experience in working with the target population being addressed in the statement of qualifications	0-3	
➤ Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment.	0-2	
Comments/Rationale for points:	<b>TOTAL:</b>	<u>          </u>
<b>4. SUBSTANTIAL CAPABILITY</b> 20 PTS		
➤ Required to be submitted	0-10	
➤ IN compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.	0-5	
➤ Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County	0-5	
Comments/Rationale for points:	<b>TOTAL:</b>	<u>          </u>
<b>TOTAL SCORE:</b>		<u>          </u>

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

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

**EXHIBIT "C"**  
**Insurance Requirements**  
**(Physicians)**

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

1. Professional liability insurance policy with limits of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence, or limited to claims made, including 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"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
	B	<b>AUTOMOBILE LIABILITY</b>			
<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					
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<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

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

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

# Insurance Requirement Acknowledgment

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

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

- • will be acquired within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court;
- • will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the 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 certificate of insurance.

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

\_\_\_\_\_  
Date

## **Notice to Bidder:**

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 of the project 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 of the project to be rescinded and then 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 BE ACCOMPANY YOUR RESPONSE**

**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 bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

Date

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

<b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING</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 any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

---

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

---

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

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

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



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

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

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

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

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

---

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

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

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_

Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

# Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
Employer identification number									
			-						

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### 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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the trust,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

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

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://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, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

**Caution:** A disregarded U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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**

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

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

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

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

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**Request For Qualifications**  
for  
**"Substance Abuse Treatment and Primary Care Services for Adolescents"**  
**RFQ No: 2015-021-01-14-YZV**

January 14, 2015

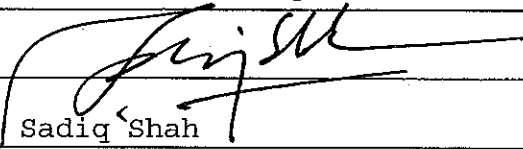
To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 So. Business Hwy 281 - New Administration Building  
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

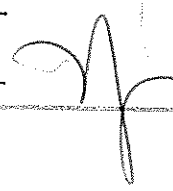
Participant: University of Texas Pan American  
Address: 1201 W. University Dr.  
By:   
Printed Name: Sadiq Shah  
Title: Vice Provost of Research & Sponsored Projects

OPENED

2/11/15

9:55am

Witnessed



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539

February 4, 2015

**RE: INSURANCE REQUIREMENT ACKNOWLEDGMENT**

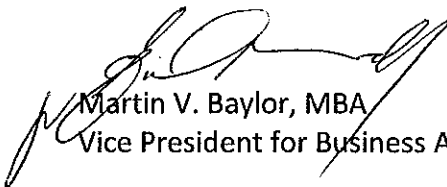
Regarding the Insurance Requirement Acknowledgment, please note that it is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment.

Rather, University is subject to the provision of Title 5, Chapter 101 of the Texas Civil Practice and Remedies Code, also known as the Texas Tort Claims Act. The limits of this liability are: (i) \$250,000 for each person and \$500,000 for each single occurrence for bodily injury or death, and (ii) \$100,000 for each single occurrence for injury to or destruction of property.

Further, University employees are provided Worker's Compensation coverage under the self-insuring, self-managed program as authorized by Chapter 503, Section 503.022 of the Texas Labor Code.

Certificates evidencing such insurance will be made available for examination upon request by Sponsor.

Cordially,



Martin V. Baylor, MBA  
Vice President for Business Affairs

Response to Exhibit A & A-1  
RFQ 2015-021-01-14-YZV

1. Educational services will be provided by all of the disciplines currently under the college of Health Sciences and Human Services. These include Nursing, Physician Assistant, Social Work, Occupational Therapy, Communication Sciences and Disorders, Rehabilitation Counseling, Dietetics, Pharmacy and Clinical Laboratory Sciences. The intent is to educate the participants of the clinic regarding the services each of the disciplines so they understand the role and scope of the field.
2. The students will be supervised by certified/licensed faculty in the discipline. They will be part of an interprofessional team under the supervision of the primary health care provider engaged in services as deemed appropriate by the interprofessional team. Outcomes will be considered successful when the client/patient and their families have completed all of the training deemed necessary by the interprofessional team. This time will vary based on complexity of the needs of the individuals.
3. Family members will be responsible for keeping the appointments for the educational components. Steps will be taken to ensure the best availability of time is selected for the families. That will vary depending on several factors. It is anticipated most educational services will be provided in the evenings. The interprofessional team will evaluate the progress through case notes and observations. Amendments to the program may be made resulting from the observations.
4. Some of the faculty advisors have had experience teaching/working with youth. All, have had experience teaching adults. This is relevant due to the families being part of the educational process.
5. Specific requirements for Non-Residential Treatment Services:
  - a. Photocopies of all licenses/certificates will be provided as needed for the educational component.
  - b. Admission will be determined by the STITCH program.
  - c. The interprofessional team will develop treatment goals. When such goals include the education of individuals who qualify for services and their families, in the various disciplines listed above, the educational outcomes and goals will be monitored and revised as necessary to ensure proper pedagogy is followed and mastery of the subject occurs. Progress reports will be provided to the family and the county.
  - d. Eligibility and services to be provided will be determined by the interprofessional team lead by the primary care provider.
  - e. Adolescents referred for treatment of mental illness, and treatment for appetitive drive disorders such as substance abuse, and eating disorders. A triple diagnosis is necessary to participate, along with the family members of such adolescents. The interprofessional team will determine the necessary education needed to assist with the treatment plan to be followed through by the c=primary care provider.

- f. Group counseling may be provided. If so, it will be provided by a Licensed Professional Counselor with student interns. Various approaches may be determined best based on the group needs and goals. Most goals will focus around improvement of health, improvement of family dynamics and acceptance of healthy life styles.
  - g. As stated above, this will be determined by the needs of the individual.
  - h. This will be determined by the members of the STITCH team.
  - i. Case notes will be recorded after each session/visit. These will be kept in the file of the individuals receiving services.
  - j. All HIPPA rules and guidelines will be followed when communicating about an individual's progress.
  - k. This will be determined by the interprofessional team.
  - l. This will vary depending on availability of resources.
  - m. All records will be kept confidential on site. The education staff will adhere to all Hidalgo County requirements for storing sensitive data.
6. Success of the program will be determined by the individuals and/or their families reaching their educational goals.
  7. It is not known at this point how many families will be educated on which topics.

Program Evaluation Methods page 8

1. The plan will be determined a success if 80% of the goals and objectives for that individual are met. The program will be considered a success if 80% of all of the goals are met.
2. Records will be graded for accuracy. An accuracy rate of 100% is required for success in this area.
3. Quality assurance of the educational training component will be provided by the faculty engaged in the educational activities and supervision of students where appropriate.
4. The interprofessional team will determine the necessary treatment along with the needed education training to be received by the clients/patients. The educational component will be provided by the faculty and supervised students as deemed appropriate.
5. Test over the content of the educational materials will be developed by faculty taking into consideration the audience and best practices to reach the goals and measure mastery.
6. Various analyses will be conducted; however, a discriminant functional analysis will be conducted to determine if any factors are able to predict success in the educational component.
7. This will depend on the discipline providing the training. If it is a cooking lesson, the evaluation report will be verbal after the family has completed the assignment.
8. The electronic database of the John Pena Clinic will be used. All individuals who will have access to it will be training in the proper use and storage of sensitive information.
9. The college is open to any additional outcomes recommended by the County.