

June , 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **“Program Management Services for New County Courthouse”**
(Including all funding sources, programs, and entities)
RFQ No: 2016-267-00-00

Dear Respondents:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ms

Enclosures

5580912v2



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR QUALIFICATIONS (RFQ)
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HIDALGO COUNTY
"Program Management Services for New County Courthouse"
(Including all funding sources, programs, and entities)

RFQ No: 2016-267-00-00

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



REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

" Program Management Services –for New County Courthouse"

RFQ NO: 2016-267-00-00

Acceptance Due Date: _____, **2016**

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

Project Buyer Contact Information:

Rocio Villarreal, Contracts Manager
(956) 318-2626 Ext. 4863
rocio.villarreal@co.hidalgo.tx.us

1. Sealed qualifications will be received for "[HIDALGO COUNTY \(Including all funding sources, programs, and entities\) Program Management Services for New County Courthouse](#)", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.
2. **One (1) original, three (3) copies** of all qualifications and **eight (8) CDs in PDF Format** are required with the Respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, [RFQ-2016-267-00-00 "HIDALGO COUNTY\(Including all funding sources, programs, and entities\) Program Management Services for New County Courthouse"](#), and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., _____, June, 2016.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualifications are determined to be the best evaluated SOQ, after the qualifications based selection, and afterward, taking into consideration the relative importance of price.
4. Failure to meet the stated standard of care or delivery schedule shall release Hidalgo County from all obligations to the contracting party. In such event, County may elect to award the contract to the next-lowest qualified Respondent, or to reject all SOQ's and re-advertise.
5. Each Respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind of services desired by Hidalgo County.
7. After the initial qualifications based selection phase, proposed prices are to remain firm for a minimum of ninety (90) days.
8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.
10. Costs are to be net F.O.B., County Prepaid.
11. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a designation as qualified or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
13. **DELIVERY INSTRUCTIONS:**
- No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626
14. **BILLING AND PAYMENT INSTRUCTIONS:**
- Invoices must include:
 - a) Name and address of successful Respondent
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract number (if any)
 - d) Notation- "HIDALGO COUNTY (Including all funding sources, programs, and entities) Program Management Services for New County Courthouse",
 - e) Descriptive information as to the services delivered.
 - Discount payments will be considered when offered.
 - Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
 Postal/Mailing 2808 S. Business Hwy. 281
 Edinburg, Texas 78539
 (956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	_____ 2016
Award of Contract:	_____ 2016
Commence Work or Deliver Products:	_____ 2016

16. HIDALGO COUNTY HOLIDAYS:

2016 YEAR	
New Year's Day	01/01/16
Martin Luther King Day	01/18/16
President's Day	02/15/16
Good Friday	03/25/16
Memorial Day	05/30/16
Independence Day	07/04/16
Labor Day	09/05/16
Columbus Day	10/10/16
Veteran's Day	11/11/16
Thanksgiving Day	11/24/16-11/25/16
Christmas Day	12/23/16-12/26/16
New Year's Eve	12/30/16

17. ~~BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All Respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~
- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the Respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of~~

~~satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~• If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~• For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

• NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D-1, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closser, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFQ packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFQ No. 2016-267-00-00** as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to rocio.villarreal@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) will be included in packet as Exhibit "D-2".

COMPLETION AND SUBMISSION OF FORM CIS IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. If, during the life of any contract or qualification awarded, the successful Respondents' 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.
22. 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.
23. Minimum Standards for Responsible Prospective Respondents: A prospective Respondent must affirmatively demonstrate Respondent's qualifications and responsibility. A prospective Respondent, by submitting a qualification, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful Respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful Respondents' 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.
25. Any contract award to a successful Respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
26. 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. County reserves the right to terminate contract immediately in the event of breach or default by successful Respondent, or in the event a successful Respondent fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the contractual requirements.
27. Indemnities
- a. Successful Respondent shall defend, hold harmless and indemnify County and its officials, officers, employees and agents ("Indemnified Parties") from and against all claims, actions, liabilities, losses, and expenses, including attorneys' and experts' fees, costs and other expenses of litigation, incurred by such Indemnified Parties (the "Claims") to the extent caused or alleged to be caused by (i) any negligent acts, errors or omissions of the successful Respondent or its employees, agents, representatives, consultants of any tier, or any other person acting by, through or under successful Respondent in performing under any contract that may result from qualification award, and (ii) successful Respondent's breach of any contract that may result from qualification award. Successful Respondent's indemnity obligations shall remain binding even in circumstances in which the

Indemnified Party is concurrently negligent.

- b. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SUCCESSFUL RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS AGAINST ANY INDEMNIFIED PARTIES FOR THE PERSONAL INJURY OR DEATH AT THE PROJECT SITE OF AN EMPLOYEE OF THE SUCCESSFUL RESPONDENT OR ITS CONSULTANTS OF ANY TIER, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR ESTATE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (REFERRED TO HEREIN AS AN "EMPLOYEE INJURY CLAIM"), REGARDLESS OF THE NEGLIGENCE, NEGLIGENT MISREPRESENTATION, BREACH OF CONTRACT OR OTHER DUTY OR FAULT OF THE COUNTY OR THE INDEMNIFIED PARTIES.
 - c. TO THE FULLEST EXTENT PERMITTED BY LAW, SUCCESSFUL RESPONDENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS ASSERTED AGAINST ANY INDEMNIFIED PARTIES FOR OR IN CONNECTION WITH AN INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS BY OR THROUGH THE SUCCESSFUL RESPONDENT OR ITS CONSULTANTS OF ANY TIER.
 - d. The indemnification obligations assumed in this Agreement shall not be limited by the type of damages or a limitation on the amount or type of insurance coverage maintained by successful respondent.
 - e. The defense obligations shall be carried out by legal counsel acceptable to the County acting through its County Judge.
28. Services provided under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Services found to be defective or not meeting requirements shall be corrected by successful Respondent within two business days at no expense to County.
 29. 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.
 30. The successful Respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
 31. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
 32. Respondents must provide all documentation requested with this RFQ in their response. Failure to provide this information may result in rejection of the qualification as nonconforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Program Management Services for New County Courthouse"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

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

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in the selection process.

Respondent agrees that its SOQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm:

Address:

By:

Printed Name:

Title:

EXHIBIT “A”
Requirements

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

***“PROGRAM MANAGEMENT SERVICES
FOR
NEW COUNTY COURTHOUSE”***

RFQ No.: 2016-267-00-00

County of Hidalgo will be accepting Statements of Qualifications (“SOQ”) from qualified firms for Program Management Services for New County Courthouse. Hidalgo County Purchasing Department will receive sealed Statements of Qualifications for the provision of **“Program Management Services for New County Courthouse”** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M. , Wednesday, Month 00, 2016** ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

The following outlines the Request for Qualifications:

SECTION- I **GENERAL TERMS AND CONDITIONS**

RFQ DOCUMENT SUBMITTAL/DELIVERY:

A total of **one (1) original and three (3) copies and eight (8) CD’s in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their responses, all documentation requested in this RFQ. Refer to enclosed RFQ Checklist form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company’s name, RFQ number 2016, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

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

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

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

PROPOSER’S AFFIDAVIT: 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 (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer’s Affidavit.

NON-DISCRIMINATION: Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the Respondent's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to rocio.villarreal@co.hidalgo.tx.us BY NO LATER THAN _____, 2016 at 5:00 p.m.** Responses will be sent to all applicants by _____, 2016. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

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

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

DAVIS BACON ACT: Program Manager (PM) when required by County will be responsible to monitor and enforce the minimum wage provisions of the Davis Bacon Act and the various statutes dealing with funding for construction that contain similar minimum wage provisions.

SECTION-II **RFQ REQUIREMENTS**

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the SOQ, as well as the anticipated Scope of Services are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted SOQ. The participating firm(s) may include copies of their current Professional Liability Insurance. (Refer to Exhibit C) as required by Hidalgo County and/or pertinent to the services provided.

UNDERSTANDING OF THE PROJECT: This section of the SOQ should demonstrate the Respondent's understanding of the Project needs, the services required, and any local issues or concerns.

The development of a project such as the Courthouse Project is an uncommon occurrence for the County. Accordingly, the County does not employ fulltime professionals or staff necessary to provide the County's program management necessary for a development of this scale. The overall objective is to provide Program Manager ("PM") services encompassing planning support, community outreach, design management, construction project management, field inspection services, warranty management and asset preservation, project controls, administration and compliance monitoring of funds or other related services for the Project. It is imperative that the implementation of the Project be completed on schedule and within budget. The selected firm and its key personnel must have PM experience in the management and execution of similar major, public, capital improvement that involve construction. It is not necessary that the experience be courthouse specific, but such experience is relevant.

This description should be concise, candid and limited to 3 pages in length.

FIRM QUALIFICATIONS: This section of the SOQ should address how the selected PM will act as County's advocate and represent the County in managing the Project development process.

The successful respondent must demonstrate a highly qualified ability to accomplish the objectives of this RFQ. Additionally, the successful Respondent must demonstrate a deep understanding of strategies to achieve a high-performing building development process and physical building that shall be accomplished within the Project budget.

The PM must be experienced in and capable of providing the following services generally described below and in the Scope of Services. The County may in its discretion choose not to procure some portions the following or Scope of Services and may request other services not listed below.

SUMMARY OF SCOPE OF REQUIRED SERVICES:

- a) *Management of Design Phase:* The PM shall be responsible for providing project management of the remaining portions of the design phase and support the development of scopes of construction work to be included in design review and construction packages.
- b) *Management of Overall Task Sequencing:* The PM shall be responsible for developing of a Gantt chart or similar device with sufficient detail to establish the overall sequence of Project elements and timing for completion of each element and the overall Project
- c) *Management of Construction Phase:* The PM shall be responsible for providing project management of the construction phase.
- d) *Field Inspection Services:* The PM shall be responsible for providing field inspection services as necessary to ensure compliance to schedule, budget, quality and other CMAR contractual requirements.
- e) *Project Controls:* The PM shall be responsible for coordinating with the appropriate persons to manage the processing of schedules, design deliverables tracking and distribution, invoices, contracts, change orders, amendments and other controls to develop systems that result in the delivery of work and services on time and in budget.
- f) *Project Close Out:* The PM shall be responsible for assisting in the preparation of documentation for close-out. Close-out includes the set-up of preventive maintenance programs, management of warranties and asset preservation for each project executed. The PM shall be responsible for all necessary financial reports.
- g) *Temporary Facilities:* The PM may be responsible for management of temporary locations as needed for

swing space.

Phases of Activities

The PM is expected to provide PM services during the following phases of the Project:

- a. Design Development Phase
- b. Construction Document Phase
- c. GMP and Procurement Phase
- d. Construction Phase
- e. Commissioning and Activation Phase
- f. Contract Closeout Phase

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING: The SOQ should provide an organizational chart for the proposed Project personnel and a summary paragraph of the Project services 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. A statement should also be included about such personnel's education, training and experience related to the services to be provided. There is a one (1) page limitation for each biographic summary provided.

ADDITIONAL INFORMATION REQUIRED

Additionally, the SOQ should include, but not limited to the following information:

- a. Firm name, address, phone number and person to contact regarding the SOQ;
- b. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services, especially those for public governmental entities. This should also include the following information:
 - Evidence of achievements acquired by PM staff;
 - Representative PM experience relevant to the Project;
 - List of projects within the last five years for projects similar to Project;
 - List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance;
 - Statement of the ability to commence services immediately after successfully negotiating a contract for services;
 - Familiarity with and experience in the geographical area of the Project; and
 - Statement regarding achievement of HUB or an MBE/WBE goals.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL

The fee will be negotiated in accordance with the Professional Services. Procurement Act, Tex. Govt. Code Arm. 2254.001, et seq. Once selected, proposer is to provide a fee proposal based on the scope of work.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

1) GENERAL PROJECT DESCRIPTION

The County of Hidalgo, Texas (“County”) is developing a replacement courthouse (“Project”). It is anticipated that the Project building will include approximately 500,000 square feet, 24 courtrooms, District and County Clerks’ offices, other offices and room for expansion.

A proposal was submitted in response to an RFQ from a design team comprised of EROS/HDR/Half and Balfour Beatty submitted a schematic design. A copy is attached for information about the Project parameters, **Exhibit ____**. Subsequently, a team led by HOK prepared a peer review and suggested an alternative design, which is also attached, **Exhibit ____**. These documents provide the basic characteristics of the facility being developed, which is now at the Schematic Design Phase level. The Architect of record has not been selected.

2) SCOPE OF SERVICES:

This RFQ is intended to obtain PM services in accordance with all applicable law pertaining to the procurement of professional services and the requirements of this RFQ. The Respondent should recommend any tasks and services it thinks advisable in addition to those described below and any services it considers inefficient and unnecessary for this Project.

2.1 Responsibilities and Deliverables

The PM’s Responsibilities and Deliverables for the Project may include, but are not limited to, the following.

2.1.1. Responsibilities:

- a. Provide personnel and managers to which the County has no reasonable objection who have the education, training and experience to carry out the scope of services required for a successful project.
- b. Develop a Program Management Plan with County input that defines Project requirements and goals. This document will provide guidelines for the Project stakeholders’ activities and provide, without limitation, strategies for accomplishing such requirements and goals.
- c. Develop media and PR documents, websites and events under the direction of Commissioners Court’s authorized representative.
- d. Develop project controls for managing the development of the Project on behalf of the County, which shall include, without limitation, controls for construction and other documents, financial matters, quality and inspections, administration of contracts, compliance monitoring and close-out.
- e. Develop a master schedule that is continuously updated and coordinated with professionals’, CMARs’ and subcontractors’ schedules, submittal schedules, inspection schedules, permit schedules, and occupancy schedules. Provide recommendations for schedule modifications to complete the Project on time and factors to consider in making any modifications. Recommend recovery actions and solutions on a timely basis to ensure appropriate corrective decisions are made.
- f. Assist with Project budget development. Develop master budgeting tools and controls. Obtain and monitor design-to-budget estimates for each design review issuance and bid package. Provide recommendations for modifications to complete the Project within budget and factors to consider in making any modifications. Recommend recovery actions and solutions on a timely basis to ensure appropriate corrective decisions are made.
- g. Monitor professional services and administer their contracts with the County to ensure delivery for periodic reviews within the established schedule and cost parameters and in compliance with quality assurance requirements. . Consult and advise on construction cost

- versus long term maintenance cost choices as the design develops. Provide timely professional service communications. Develop and implement appropriate recovery strategies when management objectives are at risk
- h. Develop and implement strategies to implement and maximize the value of Construction Manager at Risk (“CMAR”) Project delivery, possibly including fast-track delivery techniques and multiple construction document packages, which would enhance the building program goals of high quality buildings delivered on time and within budget.
 - i. Assist the County in providing regular reports to Commissioners Court, County officials and personnel, the City Council of Edinburg and other stakeholders and in administering and facilitating agreements between the County, the City Council of Edinburg and other stakeholders.
 - j. Assist the County as required in program financial or programmatic audits.
 - k. Evaluate and review any design errors and omissions that breach the applicable professional standard of care, rendering professional opinions to County and assisting County in recovery efforts if necessary.
 - l. Monitor during design and construction compliance with all federal, state and local applicable environmental requirements, standards, building and accessibility codes, ordinances, flood and drainage requirements and regulatory requirements.
 - m. Manage the submittal and obtaining all required documents for approval by Federal, State, County, City, and flood district and other governmental agencies having jurisdiction over the Project.
 - n. Provide document quality assurance/quality control reviews.
 - o. Verify that all addenda have been incorporated into the final plan set prior to start of construction.
 - p. Organize and conduct a pre-construction conference. The agenda will cover, without limitation, site organization, communications, coordination, correspondence, submittals, meetings, requisitions, change orders and schedule. The conference will include all project stakeholders including the County representatives, the architect and consultants and the CMAR.
 - q. Monitor and assist in construction document dissemination.
 - r. Support and assist CMAR in the construction program procurement plan and schedule.
 - s. Provide a full-time site representative for inspections and other activities.
 - t. Provide project management of construction activities. Conduct and lead regular jobsite meetings, oversee quality assurance testing and inspection programs and monitor contractor and subcontractor work for deficiencies. Maintain copies of all contract documents, RFI’s, ASI’s, submittals, change orders, pay applications, and other documentation. Monitor contractor and subcontractor safety programs. Monitor communication, processing and documentation of same.
 - u. Report potential budget and schedule variances and monitor implementation of recovery plans to achieve on-time Project completion.
 - v. Monitor and inform the County of Project cash flow.
 - w. Ensure that all contract drawings, terms and conditions are adhered to during the construction phase.
 - x. Validate accuracy and supporting documentation of pay applications of architect and other consultants such as testing firms.
 - y. Monitor CMAR work quality and compliance with the terms of the contract and the quality level expected for the Project in a manner coordinated with on-site activities of the design professionals. Quality Control encompasses all phases of the work, such as approval of submittals, procurement, storage of materials and equipment, coordination of subcontractor's activities, and the inspections and tests required to be sure that specified materials are used and installation is acceptable to produce the required end product. Work with architects to

- assist in monitoring the quality of the work being performed and ensure the CMAR maintains the quality expected as well provide any corrective action required for any identified deficiencies. Monitor the activities of all testing inspection consultants, inclusive of testing laboratories, factory testing and on-site testing. Develop monitoring and tracking procedures to be followed by all testing inspection consultants. **The PM shall not interfere with or take on any control over any construction means, methods, sequences, techniques or safety programs of CMAR or its subcontractors or suppliers.**
- z. Participate in and make recommendations on the issuance of the certificates of substantial completion and conduct final inspections with County personnel.
 - aa. Participate in and make recommendations on the issuance of the certificate of final completion.
 - bb. Ensure that the efforts of County departments are coordinated with the on-site CMAR activities.
 - cc. Manage and facilitate the implementation of all commissioning processes and guidelines throughout the Project duration.
 - dd. Assist in coordinating furnishings, fixtures and equipment installation as requested by the County and Project move-in.
 - ee. Administer post construction close-out, start-up, and transition to operation including ensuring receipt of all operations and maintenance manuals, warranties and as-built drawings.
 - ff. Expedite final Project close out and approval for final payment to CMAR and assist in all post construction dispute resolution as necessary.
 - gg. The County may require commissioning services for some building systems to be determined such as HVAC and any LEED certification.

2.1.2. ***Deliverables (including, without limitation)***

- a. Organizational chart for managers and key County and PM staff of the Project with biographical information of all PM personnel and managers.
- b. Program Management Plan.
- c. Task sequencing plan.
- d. Project Controls.
- e. Master Schedule.
- f. Master budgeting tool and controls.
- g. Cost estimating documents and controls.
- h. All reports, charts and controls generated in performance of Project Responsibilities.
- i. Full-time site representative.
- j. Regular reports on Project's progress including, but not limited to, Project cost, schedule, cash flow projections, change orders and work status.
- k. Project controls, performance and management metrics and related reports to assure all activities proceed on schedule, within scope, within budget and at quality levels agreed to.
- l. Within 30 days of contract award, submit a contractor outreach and public communication plan that encourages participation of MWBE involvement throughout the services assigned to the PM and periodic reports on reaching goals.
- m. Check-list for each design submittal to ensure that the County has considered all applicable issues and the most current information is delivered to CMAR.
- n. Document issuance controls.
- o. Daily project field reports of all the details of the work including, without limitation, weather, manpower, CMAR equipment, material and equipment deliveries, general description of work being performed, presence of design professional perform contract administration duties, assessments of quality and workmanship and location Issues and areas of concern or critical to job progress in both electronic and hard copy forms.

- p. Project progress photos.
- q. Reports on completion of CMAR's punch-lists and substantial completion inspections.
- r. Recommendations, reports and documentation on any change orders and claims by the CMAR or its subcontractors
- s. Delivery of all as-built drawings, warranties and Project service documentation to County for record keeping purposes.

3) **CMAR PAY APPLICATION PROCESSING**

The PM will develop and implement a two-step process for the review and approval of monthly CMAR payment applications and will process the final application for payment.

- 3.1. During the final week of each month, PM will conduct a payment application review meeting to include architect and CMAR for the purpose of reviewing a draft of the monthly payment application. Each line item will be reviewed and either accepted or noted for changes.
- 3.2. A second meeting will be held with the contractor to review the corrected payment application. If acceptable, PM will recommend approval to the architect and County. If changes need to occur, PM will work with the CMAR to get all changes made as soon as possible for acceptance.
- 3.3. PM, with input from architect, will review the final payment request upon successful completion of all closeout items, including final punch list, all permits, substantial completion certificate(s), and resolution of any open claims. Once PM, together with the architect, is satisfied that all contractual obligations have been met will recommend approval and submit to the County the final pay request.

SECTION-III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The respondent's SOQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form." The evaluation system consists of a 100 -point system.

1) Professional Qualifications **(25 Points)**

The Respondent must demonstrate a highly qualified ability to accomplish the objectives of this RFQ and a deep understanding of strategies to achieve a high-performing building development process and physical building that shall be accomplished within the Project budget and schedule. The Respondent must demonstrate that it is experienced in and capable of providing the services described in the Scope of Services.

The Respondent must demonstrate its qualifications and experience in providing the types of services that will be required:

- a. *Management of Design Phase:* The PM shall be responsible for providing project management of the remaining portions of the design phase and support the development of scopes of construction work to be included in design review and construction packages.
- b. *Management of Overall Task Sequencing:* The PM shall be responsible for developing of a Gantt chart or similar device with sufficient detail to establish the overall sequence of Project elements and timing for completion of each element and the overall Project
- c. *Management of Construction Phase:* The PM shall be responsible for providing project management of the construction phase.
- d. *Field Inspection Services:* The PM shall be responsible for providing field inspection services as necessary to ensure compliance to schedule, budget, quality and other CMAR contractual requirements.
- e. *Project Controls:* The PM shall be responsible for coordinating with the appropriate persons to manage the processing of schedules, design deliverables and distribution, invoices, contracts, change orders, amendments and other controls to develop systems that result in the delivery of work and services on time and in budget.
- f. *Project Close Out:* The PM shall be responsible for assisting in the preparation of documentation for close-out. Close-out includes the set-up of preventive maintenance programs, management of warranties and asset preservation for each project executed. The PM shall be responsible for all necessary financial reports.
- g. *Temporary Facilities:* The PM may be responsible for management of temporary locations as needed for swing space.

2) Experience of Project Team and Ability to Commit Resources (25 Points)

The Respondent must demonstrate that its key personnel that would be assigned to the Project are well qualified by education, training and applicable experience to competently carry out the goals and requirements stated in the RFQ.

The Respondent must provide an organizational chart for the proposed Project team and a summary paragraph of the Project services each would perform. The Respondent must designate experienced technical staff to completely and efficiently perform the Services, either through their own personnel or consultants. The Response must identify the Project team composition, Project leadership, reporting responsibilities and address how consultants would fit into the team structure. Biographical summaries that highlight the experience relevant to the specific Project responsibilities should be provided for all proposed personnel. A statement should also be included about such personnel's education, training and experience related to the services to be provided. There is a one (1) page limitation for each biographical summary provided.

The Respondent must provide assurances of how its qualified team members would be committed to this Project, full- or part-time. Such information should also describe other of Respondent's resources that would be available and committed.

3) Experience and Availability (20 Points)

The Respondent must have adequate experience as PM for varied projects of a similar nature and scope and shall be registered to do business in the State of Texas. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications and experience need not consist of continuous work but may be made up of discontinuous periods of full-time services with cumulatively equivalent years of experience.

- Minimum Qualifications - The Respondent must have been PM for two (2) different types of projects and must have been personally involved with 50% of the technical development of the projects;
- Preferred Qualifications - The Respondent must have been PM for five (5) different types of projects and must have been 85-100% involved with the technical development of the projects.

4) Understanding of the Project (20 Points)

The SOQ shall:

- Demonstrate an understanding of the Scope of Services
- Address appropriate Federal/State/Local regulations and policies
- Identify information to be gathered or obtained.

The SOQ shall be clear, well organized, easy to evaluate and appropriate to this RFQ.

- Minimum Qualifications - The SOQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.
- Preferred Qualifications - The SOQ must address the proposed approach to complete the Scope of Services and identify information to be gathered or obtained and how it would be used in addition to the minimum qualifications.

5) Familiarity With Applicable Rules and Regulations (10 Points)

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

- Minimum Qualifications - The SOQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.
- Preferred Qualifications - Suitable examples of previous projects completed in the area by the PM in addition to the minimum qualifications.

6) Location of Principal Firm Office (5 Points)

Local presence of your business is of importance to County. Indicate your principal office location/address.

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners Court's approved number one ranked firm.

1. The number one ranked firm will be asked to submit (as part of those negotiations) a definitive "Scope of Service" including proposed fees and expenses.
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including respondent's confirmation of compliance with all requirements including, without limitation, insurance requirements) for consideration and final approval.

If negotiations with the number one ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one ranked firm and commence with the next highest ranked firm.

EXHIBIT D-1

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

EXHIBIT D-2

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING FOR "CONSTRUCTION MANAGEMENT SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

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:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number
+

or

Employer identification number
+

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

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

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

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

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

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

Nonresident alien who becomes a resident alien.

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

**Certification
Regarding Debarment, Suspension Ineligibility**

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

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