

CC REG AGENDA 10/27/15

- 1. AI-51817 Approval and acceptance of the final negotiated "Contract" [subject to compliance with all requirements] for [RFQ 2015-309-09-16-MEG] Chief Physican/Health Authority Services for Hidalgo County with the sole "qualified" respondent: Dr. Ivan G. Melendez, M.D.

G. WIC

- AI-51892 A. Recommendation by WIC and Purchasing for HCCC to reject the sole bid received for for Request for Bid titled: "Lease of Office Space - McAllen WIC" through project No.: 2015-261-10-07-HGO with approval of the modified specifications as WIC is requesting more square footage and usable space to address and accommodate needs and requirements;
- B. Pursuant to current lease agreement between Julcar, LLC and Hidalgo County [for WIC Program], under Section 1.3 [Holdover], notice and action to occupy leased premises on the month to month provision so as to have no lapse in operating location while new procurement process is completed under the same rates, terms and conditions.

- 2. AI-51698 Presentation of the sole responsible vendor (GBB Rentals, LTD) submitting the lowest and best bid [and met all specifications, and requirements] including the approval of contract for: "Hidalgo County WIC Program-Lease Office space-City of Donna" (RFB No.2015-267-09-23-SMA.)

H. Sheriff's Office

- 1. AI-51920 A. Requesting approval to purchase eight (8) 2016 Chevrolet Tahoes for the Hidalgo County Sheriff's Office through the County's membership/participation with TASB BuyBoard Coop Program awarded vendor, Caldwell Country Chevrolet (Contract# 430-13; Exp. 11/30/16) for a combined total of ~~\$280,488.00~~ <sup>\$278,424.00</sup> which includes delivery and a one-time order processing charge; the delivery time for these vehicles is approximately (2) two weeks from receipt of a purchase order.

- B. Requesting approval to purchase all lighting accessories [through the County's membership/participation with TASB Buy Board Coop Program] from awarded vendor Fleet Safety (Contract# 432-13; Exp. 3/31/17).

- 2. AI-51911 Presentation for the purpose of award and approval of contract [subject to compliance with all requirements set forth by HC] of the sole responsible vendor, Dr. Gregorio Pina, PhD. submitting the lowest and best response/proposal [while meeting all qualifications and/or requirements as detailed in the documentation contained herein] for the Request for Proposal titled: "Psychological Evaluation Services for Detention, Patrol, & Communication Officers at the Hidalgo County Sheriff's Office", RFP No. 15-346-10-14-HGO.

I. County Clerk

- 1. AI-51771 Requesting approval to enter into an Interlocal Agreement with the Texas Department of State Health Services of Vital Statistics and Hidalgo County for issuance of Birth Certificates at NO COST to the County.

24. Closed Session:

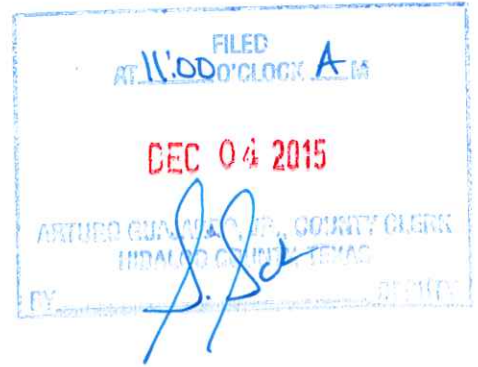
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Pending and/or potential litigation
- C. AI-51879 C-4792-15-B; Leticia Trevino-Garcia v Hidalgo County CSCD and Hidalgo County
- D. AI-51968 EEOC Charge No. 451-2015-02811; Dora S. Maldonado v County
- E. AI-51799 Claim(s) for Auto Loss with Jail Van on October 06, 2015:

- 1. Claim of Joel Casares and Debbie Casares
- 2. Claim of Bobby Casares

in @ 11:43  
out @ 12:08

THE STATE OF TEXAS §  
COUNTY OF HIDALGO §



CONTRACT FOR SERVICES

C-15-346-11-02

THIS AGREEMENT is made effective the 2<sup>nd</sup> Day of November, 2015, by and between **HIDALGO COUNTY** acting by and through its **SHERIFF'S OFFICE**, a political subdivision of the State of Texas (hereinafter "Department") and **Gregorio Pina, PhD** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional psychological counseling services for Hidalgo County Sheriff's Office (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a Psychologist for the term herein stated these services, but are not limited to:
  - a. Provide to department the services required of a licensed professional psychologist who must be familiar with the duties appropriate to the type of license sought (law enforcement field) ;
  - b. Provide Pre-employment screening for prospective Detention Officers;
  - c. Provide Pre-employment screening for prospective Law Enforcement Officers;
  - d. Provide Pre-employment screening for prospective Communications Officers;
  - e. Provide Screenings after weapon discharge incident;
  - f. A knowledge of the research literature related to the pre and post-employment psychological screening of detention, communications and/or patrol officers;
  - g. Conduct psychological evaluations of the persons as required by the Department;
  - h. Interpret the results of any test conducted as stated above and submitting a written report to Department of the results of such test and examinations, as required by Department;

- i. A knowledge of the research literature related to the pre-employment psychological screening of law enforcement, communications and/or detention officers;
- j. A working knowledge of the Uniform Guidelines on Employee Selection Procedures (1978 or as amended), and associated fair employment issues;
- k. A thorough knowledge of the behaviors and characteristics for success as a detention, communications and/or law enforcement officer. Must provide psychological assessment procedures to measure and analyze potential employees' psychological fitness for specified duty;
- l. The ability to relate effectively with County's designee. Offeror should function as a team member who works closely with Sheriff's Office in the screening process;
- m. Serving on call on a daily basis, except when out of town;
- n. Proposer represents that it employs a licensed professional psychologist by the State of Texas and qualified to perform and execute the services provided above;
- o. Comply with the Texas Administrative Code Chapter 214 Rule 217.1;
- p. Comply with State Law & Commission Rules, as changes are adopted and passed by governing laws, affecting the addition and/or creation of personnel regarding professional psychosocial services;
- q. Debrief incident of an officer after a catastrophic event for evaluation of psychological and emotional health on as needed basis.
- r. Certify to a completed psychological examination of an individual pursuant to professionally recognized standards and methods.

2. Contractor represents he is a psychologist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such psychologist and Contractor shall immediately notify the Hidalgo County Purchasing Department of such suspension or revocation. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by Hidalgo County Sheriff's Office.

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Detention Officer Entrance Evaluations	\$ <u>200.00</u> per Evaluation
Peace Officer Entrance Evaluations	\$ <u>200.00</u> per Evaluation
Communications Officer Entrance Evaluation	\$ <u>200.00</u> per Evaluation
Weapon Discharge Evaluations	\$ <u>-0-</u> per Evaluation

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Contractor will comply with Department's specified accounting, reporting, and auditing requirements. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

4. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. Department and Contractor agree that Hidalgo County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

6. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

7. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

8. Unless earlier terminated as herein provided, this Contract shall commence on November 2, 2015 and terminate on November 3, 2016. Hidalgo County reserves the right to extend the contract for a one (1) year term, and contract may be extended at the sole discretion

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

9. Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflict exists.

10. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

11. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

13. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

14. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the

addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Department:

Hidalgo County Sheriff's Office  
711 El Cibolo Rd  
Edinburg, Texas 78541

If to Contractor:

Gregorio Pina III, PhD  
1200 S 2<sup>nd</sup>, Suite B9  
McAllen, Texas 78501

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

15. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

16. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

17. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

18. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

**COUNTY OF HIDALGO**

By: Ramon Garcia  
Ramon Garcia, Hidalgo County Judge

APPROVED BY  
COMMISSIONERS' COURT  
ON: 10/27/15 mb

**HIDALGO COUNTY SHERIFF'S OFFICE**

By: [Signature]  
Sheriff J. E. "Eddie" Guerra

**CONTRACTOR:**

By: [Signature]  
Gregorio Pina, III, PhD

ATTEST:

[Signature]  
Arturo Guajardo, Jr., County Clerk

Approved By Commissioners Court On: 10/27/15

Approved as to form:

Atlas & Hall L.L.P.

By: [Signature]  
Stephen L. Crain

**Exhibit “A”**  
**Request**  
**For**  
**Proposal**  
**(RFP)**  
**Procurement**  
**Packet**

## REQUEST FOR PROPOSALS (RFP) CHECKLIST

### “PSYCHOLOGICAL EVALUATION SERVICES FOR DETENTION-PATROL & COMMUNICATION OFFICERS AT SHERIFF’S OFFICE”

RFP No 15-346-10-14-HGO

1. Request for Proposals Letter, consisting of 1 page.
2. Request for Proposals, Legal Notice, consisting of 7 pages.
3. Exhibit “A”, Requirements/Scope of Services, consisting of 6 pages.
4. Exhibit “B”, Evaluation Criteria, consisting of 1 page.
5. Exhibit “C”, Insurance Requirements, consisting of 4 pages.
6. Exhibit “D”, Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Exhibit “E”, Proposer Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and W-9 Form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.

The above mentioned items shall be found in the Request for Proposals (RFP) 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./E- Mail.

Thank you,



Martha L. Salazar, CPPB, Purchasing Agent

September 28, 2015

Date



PURCHASING DEPARTMENT  
County Of Hidalgo

September 28, 2015

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Hidalgo County  
Request for Proposals  
Psychological Evaluation Services for Detention, Patrol, & Communication Officers at  
Sheriff's Office  
RFP № 15-346-10-14-HGO

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for your review and consideration.

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

If 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/hgo

Enclosures

RFP NO: 15-346-10-14-HGO

BUYER: Heidi García Ortiz

Tel. No: (956) 318-2626

## REQUEST FOR PROPOSALS

**Hidalgo County**  
Edinburg, Texas

### **“PSYCHOLOGICAL EVALUATION SERVICES FOR DETENTION, PATROL, & COMMUNICATION OFFICERS AT SHERIFF’S OFFICE”**

Contact Person:  
Heidi Garcia Ortiz

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



(956) 318-2626

Form HCPD-04

## LEGAL NOTICE

RFP NO: 15-346-10-14-HGO

1. Sealed proposals will be received for Hidalgo County for: **“PSYCHOLOGICAL EVALUATION SERVICES FOR DETENTION, PATROL, & COMMUNICATION OFFICERS AT SHERIFF’S OFFICE”** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, RFP NO: 15-346-10-14-HGO-“PSYCHOLOGICAL EVALUATION SERVICES FOR DETENTION, PATROL, & COMMUNICATION OFFICERS AT SHERIFF’S OFFICE” and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, October 14, 2015.

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 15-346-10-14-HGO - LICENSED PROFESSIONAL PSYCHOLOGIST(S) (Expansion).**

**WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to [heidi.ortiz@co.hidalgo.tx.us](mailto:heidi.ortiz@co.hidalgo.tx.us) BY NO LATER THAN Wednesday, OCTOBER 7, 2015 at 5:00 p.m. Responses will be sent to all applicants by Friday, OCTOBER 9, 2015. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.****

**Hidalgo County reserves the right to refuse and reject any/all proposals 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: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offer or whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers

are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. 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 proposal 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.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: (If applicable)
  - . 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
16. BILLING AND PAYMENT INSTRUCTIONS:
  - . Invoices must include:
    - a) Name and address of successful proposer
    - b) Name and address of receiving department or official
    - c) Purchase Order Number (if any)
    - d) Notation – **“PSYCHOLOGICAL EVALUATION SERVICES FOR DETENTION, PATROL, & COMMUNICATION OFFICERS AT SHERIFF’S OFFICE”**
    - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
    - f) Contract number must be indicated on all invoices

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

**HIDALGO COUNTY SHERIFF'S OFFICE**

**Maria Elena Gaitan, Accountant**

**P O Box 267**

**Edinburg, TX 78540**

**956-587-6200**

17. Schedule of Events

<b>Projected Proposal Opening, 9:30 A.M.,</b>	<b>October 14, 2015</b>
<b>Project/Anticipated Award Date</b>	<b>_____, 2015</b>
<b>Commence Work or Deliver Products</b>	<b>_____, 2015</b>

18. Bid or Performance Bond and **Debarment Certification**; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.

**All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

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

19. 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

proposal 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.

20. **Disclosure of Conflict of Interest:**

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

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

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposers' responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer 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 proposers officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposers' indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

**Request for Proposal  
Hidalgo County  
“PSYCHOLOGICAL EVALUATION SERVICES FOR DETENTION, PATROL, &  
COMMUNICATION OFFICERS AT SHERIFF’S OFFICE”**

**RFP NO: 15-346-10-14-HGO**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
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 proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, 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.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

HIDALGO COUNTY SHERIFF'S OFFICE  
REQUEST FOR PROPOSAL

**“PSYCHOLOGICAL EVALUATION SERVICES FOR  
DETENTION, PATROL, & COMMUNICATION OFFICERS at  
Sheriff's Office”  
Exhibit “A”**

RFP NO: 15-346-10-14-HGO

**Overview:**

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for Hidalgo County Sheriff's Office--"Psychological Evaluation Services for Detention, Patrol, & Communication Officers at Sheriff's Office" in order to enter into contract(s) for the service. The scope of the work/services will encompass all aspects of Psychological Evaluation Service for Hidalgo County Sheriff's Office Detention, Patrol, & Communication Officers and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Psychological Evaluation Services for Detention, Patrol, & Communication Officers". Requests for Proposals will be accepted until **9:30 A.M., Wednesday, October 14, 2015**. **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:

RFP Number: 15-346-10-14-HGO

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

**The Submittal Envelope Must Show The RFP Number, Name And Opening Date.**

The following outlines the Request for Proposals:

**SECTION I -GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:** Hidalgo County requires that all request for proposals are routed 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

**WRITTEN QUESTIONS WILL BE ACCEPTED ONLY UNTIL Wednesday, October 7, 2015 at 5:00 PM via facsimile at (956) 292-7612 or email to [heidi.ortiz@co.hidalgo.tx.us](mailto:heidi.ortiz@co.hidalgo.tx.us). Responses will be sent to all applicants by Friday, October 9, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor who is considering doing business with Hidalgo County ("the County") disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require the 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. All Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

**PROPOSER'S AFFIDAVIT:**

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

**NON-DISCRIMINATION:**

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

**PROCESSING TIME FOR PAYMENT:**

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

**ELECTRONIC TRANSMISSION OF BIDS:**

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

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

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

**SUBMITTER DEFAULT:**

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

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

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

**HAND DELIVERED PROPOSALS:**

When hand delivering proposals, submitters need to make certain that proposal is stamped with date and time received by County Purchasing Staff.

**SIGNING OF PROPOSALS:**

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

**WAIVING OF INFORMALITIES:**

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

**SUBCONTRACTING:**

The successful submitter **MAY NOT** subcontract the award without the written consent of the Board of Judges of Hidalgo County.

**TERM OF CONTRACT:**

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

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

**DAVIS BACON ACT:**

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

**SECTION II - RFP REQUIREMENTS**

**REQUEST FOR PROPOSALS:**

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of one (1) original and seven (7) copies of the RFP shall be submitted to the address on the cover letter.

**UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Include a complete, detailed method of screening in the area of Pre and Post employment for detention, patrol, and communication officers. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**

Hidalgo County Sheriff's Office is soliciting to contract with qualified Licensed Psychologist(s). The person(s) directly performing the evaluation services is required to be a licensed psychologist(s) in the State of Texas and shall have training and experience in psychological test interpretation and law enforcement. Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

**APPROACH:**

A description of the proposed approach to the project including at least the following elements should be submitted.

- A list of tests proposed including a description of the tests and the purpose of each
- The grading significance for the specified job.
- Interviewing overview.
- Complete outline on the reporting methods to be used.
- How far in advance the testing must be scheduled.
- Give a minimum and maximum number to be tested at one time.
- How and where the tests would be administered and the interviews given.
- How soon the results would be available.
- Provide a timeline for the procedures and fully explain the entire process.
- If you render other services that would facilitate this evaluation process, explain.

**PERSONNEL AND STAFFING:**

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Employee Related Evaluation Services" is required and will be scored accordingly during the evaluation process.

**REQUIRED CERTIFICATES AND SUBMITTAL:**

This section will contain any/all licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed psychologist(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

**SCOPE OF SERVICES:**

Hidalgo County Sheriff's Office is soliciting to contract with psychologist(s) who are qualified to provide services and expertise in the service of Psychological Evaluation Services for Patrol, Detention, and Communication Officers on an "as needed" basis and meet the following specifications/requirements:

Provide to department the services required of a licensed professional psychologist. These services include but are not limited to:

1. Pre-employment screening for prospective Detention Officers;
2. Pre-employment screening for prospective Patrol Officers;
3. Pre-employment screening for prospective Communication Officers;
4. Screenings after weapon discharge;
5. A knowledge of the research literature related to the pre and post-employment psychological screening of detention, patrol, and communication officers;
6. Conducting psychological evaluations of the persons as required by the Department;
7. Interpreting the results of any test conducted as stated above and submitting a written report to Department of the results of such test and examinations, as required by Department;
8. A knowledge of the research literature related to the pre-employment psychological screening of law enforcement and/or detention, patrol, and communication officers.
9. A working knowledge of the Uniform Guidelines on Employee Selection Procedures (1978 or as amended), and associated fair employment issues.
10. A thorough knowledge of the behaviors and characteristics for success as law detention, patrol, and/or communication officer and must provide psychological assessment procedures to measure and analyze potential employees' psychological fitness for specified duty.
11. The ability to relate effectively with County's designee. Offeror should function as a team member who works closely with Sheriff's Office in the screening process.
12. Serving on general call on a daily basis, except when out of town.
13. Proposer represents that it employs a licensed professional psychologist by the State of Texas and is qualified to perform and execute the services provided above.

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

Proposer(s) is to provide a standard fee proposal per type of psychological evaluation. Cost(s) to include all typed and signed documentation/reports to the Hidalgo County Sheriff's Office. The department will not be financially responsible for missed appointments.

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

**NUMBER OF COPIES TO BE SUBMITTED:**

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

**SECTION III – SELECTION/EVALUATION/RANKING**

**SELECTION/EVALUATION/RANKING PROCESS:**

The evaluation consists of a 100 point scoring system. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioners' Court) will review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

- (A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners' Court) will review, score and evaluate the RFPs received in response to this "Request for Proposals".
- (B) After the RFPs have been reviewed, scored and evaluated, the committee will present a grid to Hidalgo County Commissioners' Court for the purposes of ranking.

**Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County Sheriff's Office.**

- 1. **LICENSED PSYCHOLOGIST(S):** (30 Points)  
The Licensed Psychologist(s) should provide information related to its Qualifications. The Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. The Licensed Psychologist must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of and scope of, similar projects for comparative purposes shall be included in response.
- 2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** (20 Points)  
The Licensed Psychologist(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the Licensed Psychologist by the Hidalgo County Sheriff's Office. If the Psychologist currently has an active practice, the Psychologist must state in detail how services and requirements will be rendered as detailed for the "Request for Proposal". Psychologist(s) should include any local issues or concerns that directly affect the Psychologist(s) understanding of the project.
- 3. **COST:** (20 Points)  
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.
- 4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** (30 Points)  
The Licensed Psychologist(s) should provide as much background information as to his/her experiences in providing similar Psychological Evaluation Services.

**NEGOTIATION PROCESS:**

The number one ranked participant will be contacted to submit a contract for negotiations. If negotiations prove unsuccessful, Hidalgo County will terminate negotiations with participant and will contact the next highest ranked participant to pen negotiations.

Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the Hidalgo County Sheriff's Office for - Psychological Evaluation Services for Detention, Patrol, and Communication Officers". Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

**Any Contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.**

**RFP SUBMITTED TO:** The original and seven (7) copies of RFPs should be submitted to:

**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

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, October 14, 2015.** All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

"Psychological Evaluation Services for Detention, Patrol, & Communication Officers at Sheriff's Office"

"POOL FOR LICENSED PSYCHOLOGIST(S)"

RFP NO: 15-346-10-14-HGO

RFP EVALUATION FORM

**Exhibit "B"**

**Selection Criteria**

**Points**

**Score**

**1. LICENSED PSYCHOLOGIST(S):**

The "Licensed Psychologist(s) should provide information related to its qualifications, experience. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response

30 Points

\_\_\_\_\_

Comments/Rationale For Points: \_\_\_\_\_

**2. UNDERSTANDING THE SERVICES/METHODOLOGY:**

The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Hidalgo County Sheriff's Office. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

20 Points

\_\_\_\_\_

Comments/Rationale For Points: \_\_\_\_\_

**3. COST:**

Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements

20 Points

\_\_\_\_\_

Comments/Rationale For Points: \_\_\_\_\_

**4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"**

The "Licensed Psychologist(s)" should provide as much background information as to its experiences in providing similar Psychological Evaluation Services.

30 Points

\_\_\_\_\_

Comments/Rationale For Points: \_\_\_\_\_

**Total Score**

\_\_\_\_\_

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

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

# EXHIBIT "C"

## Insurance Requirements

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

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

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

Revised 10/01/08

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
<b>INSURERS AFFORDING COVERAGE</b>			
INSURED	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**

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

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

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

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
<b>Hidalgo County</b> <b>Attn: Purchasing Department</b> <b>2812 S Highway Bus. 281</b> <b>Edinburg, Texas 78539</b>		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

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

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

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

\_\_\_\_\_  
Date

## **Notice to Bidder:**

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

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

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

- 1. Licenses: \_\_\_\_\_
- 2. Bonds: \_\_\_\_\_
- 3. Certificates: \_\_\_\_\_
- 4. Permits: \_\_\_\_\_
- 5. Other: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

### FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

#### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

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

Yes  No

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

Yes  No

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

Yes  No

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

4

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

\_\_\_\_\_  
Date

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

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**  
**NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

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:

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

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Updating Your Information

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

#### Penalties

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

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

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

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

#### Specific Instructions

##### Name

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

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

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

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

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

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

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

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

**Exempt Payee**

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

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

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

The following payees are exempt from backup withholding:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

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

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

**Part I. Taxpayer Identification Number (TIN)**

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

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

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

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

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

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

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

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

**Part II. Certification**

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

**What Name and Number To Give the Requester**

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

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

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

**Privacy Act Notice**

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

**Certification  
Regarding Debarment, Suspension and Ineligibility**

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

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

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

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



RFP Packet within **Hidalgo County** following a request for Services by the **County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of two (2) years , (on an as needed basis), commencing on \_\_\_\_\_ , 2015 and expiring on \_\_\_\_\_ , 2017 and may be extended at the sole discretion of the County for an additional two (2) one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed proposal for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons

connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo  
Attn: County Judge  
100 E. Cano  
Edinburg, Texas 78539**

If to Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not

specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY OF HIDALGO

\_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

Company: \_\_\_\_\_

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

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

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

Approved By Commissioners Court On: \_\_\_\_\_

APPROVED AS TO FORM:

Atlas & Hall L.L.P.

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

Stephen L. Crain

# EXHIBIT “A”

## REQUEST FOR PROPOSAL (RFP) PROCUREMENT PACKET

DRAFT

# EXHIBIT “B”

## REQUEST FOR PROPOSAL

## EVALUATION CRITERIA

DRAFT

EXHIBIT "C"

CERTIFICATE OF  
INSURANCE

DRAFT

**Exhibit “B”**  
**Request**  
**For**  
**Proposal**  
**Bid Page**

"Psychological Evaluation Services for Detention, Patrol, & Communication Officers at Sheriff's Office"  
 "POOL FOR LICENSED PSYCHOLOGIST(S)"  
 RFP NO: 15-346-10-14-HGO  
 RFP EVALUATION FORM  
**Exhibit "B"**

**Selection Criteria**

Points

Score

**1. LICENSED PSYCHOLOGIST(S):**

The "Licensed Psychologist(s)" should provide information related to its qualifications, experience. The "Licensed Psychologist(s)" must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response

30 Points

Comments/Rationale For Points: SEE ATTACHED :- (selection criteria 1)

**2. UNDERSTANDING THE SERVICES/METHODOLOGY:**

The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Hidalgo County Sheriff's Office. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s)" understanding of the project.

→ NEXT PAGE →

20 Points

Comments/Rationale For Points: SEE ATTACHED (selection criteria 2)

**3. COST:**

Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements

20 Points

Comments/Rationale For Points: SEE ATTACHED (selection criteria 3)

**4. ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"**

The "Licensed Psychologist(s)" should provide as much background information as to its experiences in providing similar Psychological Evaluation Services.

30 Points

Comments/Rationale For Points: SEE ATTACHED (selection criteria 4)

Total Score

Provider: GREGORIO PINA, III, PH.D. Gregory Pina

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

*[Handwritten signature]*

**“Psychological Evaluation Services for Detention, Patrol, & Communication  
Officers At Sheriff’s Office”**

**RFP NO: 15-346-10-14**  
**RFP EVALUATION FORM**

**Exhibit “B”**

Selection Criteria:

1: LICENSED PSYCHOLOGIST(S) *(Responses as outlined in sequence in proposal format.)*

- a. Licensed Psychologist to Practice in Texas: Texas License 22180. Attached are licenses held.
- b. I have been providing psychological evaluations, debriefings after critical incidents, risk assessments, adjunct to SWAT, and other similar duties since formal training at the University of Texas Health Science Center (UTHSCSA). Formal training was in 1976-1976 through the San Antonio Police Department. One of my professors was with Central Intelligence Agency (CIA) selection process. He provided initial training and chaired my dissertation. I continued these services through the Los Angeles Police and Sheriff’s Departments as a psychologist at Metropolitan State Hospital where I performed intake evaluations for psychotic patients. The interaction in training was on how to handle mentally ill, violent, and drug abusing suspects. Upon my return to Texas in 1980 and working with Viet Nam Veterans I began services to the Laredo Police Department, Webb County Sheriff’s Department, and the other law enforcement agencies in the area (Constables, Zapata County S.O., etc. Since then I have serviced at least fifty federal, state, county, and city law enforcement departments to the present.

2: UNDERSTANDING THE SERVICES / METHODOLOGY: *(Responses as outlined in sequence in requested format.)*

- c. HCSO sets up appointments with my office indicating the time needs of the service requested. Generally HCSO is on a hiring basis time line I need to be sensitive to. HCSO is given priority due to the nature of both of our responsibilities. If there is less than five persons scheduled, our general procedures have been for me to evaluate them at my McAllen office. If more than five Applicants are required, then HCSO has been gracious to provide space for group evaluations at the HCSO Academy. We have been flexible in the past as I have recommended that HCSO schedule me last in order to save time and money. By way of example, the polygraph and/or oral interviews by HCSO may disqualify an Applicant and public and operational funds are of concern. This procedure can be tweaked to meet HCSO’s needs. Other areas of service are dictated by immediate need so that an HCSO employee may be seen within twenty-four hours (e.g.: critical incident debriefings, fitness for duty evaluations, etc.)
- d. I have maintained a private practice since I moved to the Rio Grande Valley in 1980.

- e. An Applicant to Detention Center, Peace Officer, and/or Telecommunicator first undergoes (i) a verbal and written "*Orientation*" wherein the Applicant understands the process of evaluation in order to perform well. These include (ii) the ability to read, understand, and follow directions in written format. The ability (iii) to fill out forms, comparable to law enforcement forms. A (iv) sixty question true and false series of questions I have found most common in law enforcement problems in the fields of law enforcement that may interact with the duties and responsibilities of law enforcement officers. An (v) open book test that assesses an Applicant's ability to write in the stilted language we use in law enforcement. I have found the three questions and answers provided to be of significant use in law suits against law enforcement departments and officers. Further, (vi) a *Release of Information* is also provided to provide the appropriate documentation and information back to the Department. A new law (vii) requires the examiner to review the *Personal History Statement (PHS)* of the Department. Usually the Applicant provides a sealed envelope of his/her *PHS* the Department provides which is returned to the Department on the same day. It is our practice for me to review the *PHS* at group evaluations conducted at the HCSO Police Academy for convenience sake.
- f. Written results (TCOLE L-3) Forms are provided within twenty-four hours. It has been our general procedure for me or my office to contact the HCSO Personnel Office Supervisor by telephone as to results and follow up with a faxed copy of the L-3. At times a Supervisor may be involved so as to be involved with "areas of concern" that may require further psychological evaluation.
- g. TCOLE requires background investigation issues to be communicated to the psychologist. We have complied with this process and will continue to do so.

Psychological Evaluation Services included are entrance evaluations into law enforcement which include the following:

- A psychological examination (the state licensing agency requires the Minnesota Multiphasic Personality Inventory –2 (MMPI-2) or the Minnesota Multiphasic Personality Inventory -2 Restructured Format (MMPI-2-RF). These psychological test also compares the applicant to other police academy applicants and law enforcement applicants who have been successful or not been successful in police academy training and law enforcement entrance work. These test look for problems in personality functioning in reference to law enforcement and other high risk occupations. If an Applicant has taken one test recently, then he/she takes the other which are equivalent in terms of what we are measuring. These psychological tests are required by TCOLE.
- A personality test that seeks to measure positive characteristics in the applicant is also used. I have found that the Millon Index of Personality Styles-Revised (MIPS-R) to be sensitive, valid and reliable to our geographical area of law enforcement. Should other psychological tests be indicated, then they are provided. By way of example, if I have seen an applicant within a short period of time for another agency, then the above psychological tests are not appropriate due to scientific procedures. Therefore a professional opinion is made as to which psychological test is appropriate: such as the

- Millon Clinical Multiaxial Inventory III (MCMI-III) in place of the MMPI-2 (which I would already have on record) and
- 16PF in place of the MIPS-R.

In this situation, the prior psychological measures are also analyzed so that the requirements of the Hidalgo County Sheriff's Department are met. A concern are "gypsy cops", that is officers who have been in prior trouble at a law enforcement agency and move onto other departments with their troubles.

- A face-to-face interview that addresses areas that are specific to the HCSO and law enforcement is also used. Motivation into law enforcement (length of motivation; helping people and society, altruism, enforcing laws, career aspirations, security reasons, financial security, etc.) are probed into. Issues of integrity are addressed. Also evaluated are histories of responsibility, ability to learn, ability to accept constructive criticism and self-correct. Ideals into who the applicant aspires to be; self-knowledge as to strengths and weaknesses; dependability; initiative; integrity; and psychological vulnerabilities that might affect the applicant's ability to meet the requirements and accept the duties and responsibilities of the HCSO and/or law enforcement officer are explored. Histories of psychological strengths, weaknesses and problems with maintaining the standards of the Department and society are addressed in the face to face interview. Use of alcohol and drugs is explored. The risks that have to be taken in the work of the HCSO and law enforcement are examined along with the potentials and liabilities of the applicant. Problematic relationships that could affect the performance of the applicant are also addressed. Included in the psychological evaluation are any problems the background investigation revealed along with issues of self-esteem, decision-making abilities, and family relationships as they affect the responsibilities of a HCSO communications officer, detention officer or peace officer applying to your department. The face to face interview also includes three to four scenarios which I pick from the scenarios I have been using for over thirty years. Other areas of personality are explored as they arise when appropriate.
- The applicant also fills out forms to ensure attention to detail abilities, and which validates and cross checks responses in other areas (interview and paper and pencil psychological tests.) It is insured the applicant for Telecommunicators, Detention Officers and/or Peace Officers read and understand the English language and can communicate to the standards of the position HCSO performs at.
- A new state law dictates the psychologist should review the Personal History Statement. We have complied with this requirement.
- 

Local Issues of Concern that directly affect the "Psychologist's Understanding of the project:

I: We in Hidalgo County and Rio Grande Valley encounter different situations in law enforcement that other parts of the state may not. These include but are not limited to language and cultural differences from different countries south of our county, organized crimes in Mexico that operate in our area, and the new issues arising from the LGBT groups,

Islam, the internet, human smuggling, child slavery, etc. that we are sensitive to. My interests are dealt with by formal training in these areas, many through the HCSO Academy and others out of the areas. A hobby of mine is researching the areas of law enforcement psychological issues as I have access to all American Psychological Association (APA) professional literature that extends back to the 1800's.

II: I further evaluate issues of Competency or Incompetency To Stand Trial, Insanity Defenses and Risk Assessments to the seventeen courts in Hidalgo County. These skills are available to the HCSO, but I am quick to add that these evaluations are the property of the Courts and I am not at liberty to disclose my evaluations to HCSO. However, when evaluating Defendants brought to my office for such evaluation I provide information and recommendations to HCSO Transporting Officers and the Medical Unit at HCSO at no cost.

III: My practice includes evaluation and treatment to the Hidalgo County CS&CD (Adult Probation). Further specialized training in this area provides me with skills to assist law enforcement agencies in the area.

IV: I have also evaluated over 8,500 minors who have claimed child sexual abuse and been in a specialized teams for thirty years that seek to resolve law enforcement issues. These services are provided at no cost to HCSO, but I receive credit for my Reserve Status with the Webb County S.O.

### 3: COST

- 3 a: The cost per each evaluation for Detention Officer, Peace Officer (Patrol), and Telecommunicator is two-hundred dollars per evaluation. I have kept my fees of One Hundred and Eighty Dollars to HCSO for about five years. However, the rising cost of practice compels me to charge HCSO two hundred dollars. I will increase my fee in the coming year, and will keep the cost at two hundred dollars.
- 3b: Costs for debriefing after critical incidents, problems HCSO personnel may be having in life are not charged up to three sessions. If further service is required after the three sessions then I refer to HCSO's resources.
- 3c: At times HCSO may have a need for a "*Fitness For Duty*" evaluation. I have not charged HCSO for these in the past. These are time consuming and detailed evaluations usually costing over a thousand two hundred dollars. I will use the time spent in this area as part of my Reserve Investigator with the Webb County Sheriff's Office at no cost to HCSO.

### 4: ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"

My practice is specialized in clinical and clinical forensic psychology to the fields of trauma, law enforcement and criminal psychology.

In my prior service to HCSO and Hidalgo County we have kept an open communication between supervisors and myself so that whenever an issue arises, such as

(I) a need for me to evaluate an inmate at the Detention

- Center for different reasons (e.g.: violent inmates, disabled inmates, weather, and/or
- (II) an immediate need for services (e.g.: critical incident debriefing to get the officer back to work with a letter indicating fitness for duty, or
  - (III) other concerns, I will interrupt my schedule to meet the needs of HCSO as we are committed to protecting and serving the public and enforcing laws. This relationship has worked for us in the past. I propose we continue to have HCSO call me on my cell phone for an immediate professional response. Our relationship has grown and matured to the needs of HCSO as our county has grown.

It is my honor be to continue to be of service to HCSO in its mission. I can say the same about the other law enforcement agencies I serve.

I wish to thank you for your consideration in my response to your request for proposals to be of service.



Gregorio Pina, III, Ph.D.

**GREGORIO PINA, III, Ph.D.**  
CLINICAL FORENSIC PSYCHOLOGY  
SPECIALIZING IN THE FIELDS OF TRAUMA,  
LAW ENFORCEMENT AND CRIMINAL PSYCHOLOGY  
1200 SOUTH COL. ROWE BLVD., SUITE B-9  
McALLEN, TEXAS 78501

McALLEN: (956) 687-7004

FAX: (956) 687-7014

CELL: (956) 330-4500

October 5, 2015

County of Hidalgo  
Purchasing Department  
C/O: Ms. Heidi Garcia Ortiz / Maria Elena Gaitan  
2802 South Business Highway 281  
Edinburg, Texas 78539

Sheriff Eddie Guerra  
Hidalgo County Sheriff's Office  
911 Cibolo Road  
Edinburg, Texas 78541

**Re: HIDALGO COUNTY / REQUEST FOR PROPOSALS:  
Psychological Evaluation Services for Detention, Patrol, &  
Communication Officers At Sheriff's Office**

**RFP No. 15-346-10-14-HGO**

Dear Sheriff Guerra and Hidalgo Purchasing Department,

Thank you for your inquiry into my procedures, including psychological tests used, in my professional services. Your request also included information as to fees for psychological evaluation services for Telecommunicators, Detention Officers and Peace officers. Enclosed you will also find the RFP information sought in my application.

The licensing agency is the Texas Commission On Law Enforcement Standard (TCOLE). The TCOLE Commission Rules 217.01; 217.1; 217.7; 221.35 (L-3) states the applicant is in satisfactory psychological and emotional health to perform the duties, accepts the responsibilities and meets the qualifications established by the appointing agency. The evaluations I provide meet all of the TCOLE requirements. I am able to provide references at TCOLE should you wish.

Entrance Police Academy Examinations and law enforcement evaluations are considered a specialty in licensed psychologists. I am also a licensed Texas Peace Officer over twenty-five years and am familiar with the occupational positions the RFP requests

services for. My TCOLE PID is 60910 should you want to review my law enforcement record. I have been trained and have kept up my training experiences in the area of high risk occupations (law enforcement, first responders, and fire fighters) to which I provide psychological services to since 1975.

These services include entrance evaluations into law enforcement which include the following:

- A psychological examination (the state licensing agency requires the Minnesota Multiphasic Personality Inventory –2 (MMPI-2) or the Minnesota Multiphasic Personality Inventory -2 Restructured Format (MMPI-2-RF). These psychological test also compares the applicant to other police academy applicants and law enforcement applicants who have been successful or not been successful in police academy training and law enforcement entrance work. These test look for problems in personality functioning in reference to law enforcement and other high risk occupations. If an Applicant has taken one test recently, then he/she takes the other which are equivalent in terms of what we are measuring. These psychological tests are required by TCOLE.
- A personality test that seeks to measure positive characteristics in the applicant is also used. I have found that the Millon Index of Personality Styles-Revised (MIPS-R) to be sensitive, valid and reliable to our geographical area of law enforcement. Should other psychological tests be indicated, then they are provided. By way of example, if I have seen an applicant within a short period of time for another agency, then the above psychological tests are not appropriate due to scientific procedures. Therefore a professional opinion is made as to which psychological test is appropriate: such as the
  - Millon Clinical Multiaxial Inventory III (MCMI-III) in place of the MMPI-2 (which I would already have on record) and
  - 16PF in place of the MIPS-R.

In this situation, the prior psychological measures are also analyzed so that the requirements of the Hidalgo County Sheriff's Department are met. A concern are "gypsy cops", that is officers who have been in prior trouble at a law enforcement agency and move onto other departments with their troubles.

- A face-to-face interview that addresses areas that are specific to the HCSO and law enforcement is also used. Motivation into law enforcement (length of motivation; helping people and society, altruism, enforcing laws, career aspirations, security reasons, financial security, etc) are probed into. Issues of integrity are addressed. Also evaluated are histories of responsibility, ability to learn, ability to accept constructive criticism and self-correct. Ideals into who the applicant aspires to be; self knowledge as to strengths and weaknesses; dependability; initiative; integrity; and psychological vulnerabilities that might affect the applicant's ability to meet the requirements and accept the duties and responsibilities of the HCSO and/or law enforcement officer are explored. Histories of psychological strengths, weaknesses and problems with maintaining the standards of the Department and society are addressed in the face to face interview. Use of alcohol and drugs is explored. The risks that have to be taken in the work of the HCSO and law enforcement are examined along with the potentials and liabilities of the applicant. Problematic relationships that could

affect the performance of the applicant are also addressed. Included in the psychological evaluation are any problems the background investigation revealed along with issues of self-esteem, decision-making abilities, and family relationships as they affect the responsibilities of a HCSO communications officer, detention officer or peace officer applying to your department. The face to face interview also includes three to four scenarios which I pick from the scenarios I have been using for over thirty years. Other areas of personality are explored as they arise when appropriate.

- The applicant also fills out forms to ensure attention to detail abilities, and which validates and cross checks responses in other areas (interview and paper and pencil psychological tests.) It is insured the applicant for Telecommunicators, Detention Officers and/or Peace Officers read and understand the English language and can communicate to the standards of the position HCSO performs at.
- A new state law dictates the psychologist should review the Personal History Statement. We have complied with this requirement.

Your next question was the issue of fees for my services. My standard rate for entrance evaluations is two hundred dollars per evaluation. Please note that I have not raised my fees for these professional services to HCSO for the past eight years. All other law enforcement departments have been paying the usual fee of two hundred dollars. Due to rising costs of psychological tests I have raised my fees and request the same in this Proposal for Services.

You should expect written L-3 results within twenty-four hours. I attempt to get results back to the HCSO on the same date. However, some applicants may not complete their psychological tests until the end of the day. In this case, my expectations are that you receive the written results the next morning, unless some unusual circumstance arise that is out of our control.

Should you elect to use my services, I remind you that I do not provide a charge for debriefing after critical incidents. I also do not charge for initial sessions (like up to three sessions) for problems HCSO personnel may experience in life (separations, divorce, family problems, alcohol involvement, and so on). I do not charge for other employee related problems during their employment (unprofessional conduct, anxiety reactions, etc.) for the aforementioned three sessions. I take credit for this time for my peace officer reserve status with my Department.

I have also insured Hidalgo County for my services (E.G.; Adult Probation and the work I perform for the courts for competency and/or incompetency to stand trial, insanity at the time of the offense, and risk assessments for special situations requested by our Judges. HCSO has been covered by my insurance. The insurance is for an aggregate of five million dollars or as I understand three million per occurrence.

I wish to again thank you for your kind inquiry. Please do not hesitate to contact me if further information is indicated. I have been honored to provide psychological services to HCSO and hope we may continue our professional relationships.

Respectfully,



Gregorio Pina, III, Ph.D.

Psychologist: Texas License 2 2180 (With Health Service Certificate)

Texas Peace Officer: (Webb County S.O.; Master's Certification TCLOSE PID: 60910).

Licensed Sex Offender Treatment Provider: License 94178

Specialist In School Psychology: Texas License; 30465

Diplomates In:

Forensic Psychology: The American College of Forensic Examiners

Police Psychology: Society for Police and Criminal Psychology

Psychology: The American College of Forensic Examiners

Sexual Abuse: The American College of Forensic Examiners

Fellow:

Life Fellow: American Academy of Forensic Examiners

Clinical Forensic Psychology

**Exhibit “C”**

**Certificate**

**Of**

**Insurance**





# EXHIBIT "C"

## Insurance Requirements

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

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

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

Revised 10/01/08

# Insurance Requirement Acknowledgment

I, Gregorio Pineda authorized representative for Gregorio Pineda  
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$ Full Coverage General Liability: \$ Full Coverage

- have already been met, see attached copy of insurance certificate.

Gregorio Pineda  
Authorized Representative

Oct 5, 2015  
Date

## **Notice to Bidder:**

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

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

**THIS FORM MUST ACCOMPANY BID PACKET**

**Affidavit of Sole Proprietor**

Date: October 20, 2015

Affiant: Dr. Gregorio Piña III

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Gregorio Pina III states he is a sole proprietor doing business as Gregorio Piña III with Hidalgo County under Contract # C-15-346-11-02 dated November 2, 2015. Affiant will provide services for Hidalgo County Sheriff's Office which will be approved upon receipt by the Hidalgo County Purchasing Department.

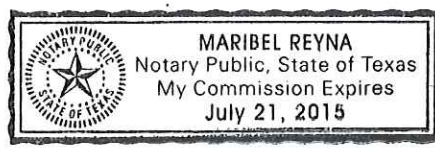
Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the contract.

Further Affiant sayeth not.

Printed Name of Affiant: Gregorio Piña, III Ph.D. Gregorio Pina III

SWORN AND SUBSCRIBED TO under oath before me on October 20, 2015

[Signature]  
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