



RFQ/RFP No. 2016-406-01-11-HGO

TWO STEP PROCESS

REQUEST FOR QUALIFICATIONS (RFQ)  
REQUEST FOR PROPOSALS (RFP)

CONSTRUCTION MANAGER AT RISK (CMAR)  
FOR  
PALMER PAVILION – LES GILMORE KITCHEN RENOVATIONS

**PRE-PROPOSAL CONFERENCE:**

**STRONGLY RECOMMENDED**

**Tuesday, December 27, 2016 @ 2:00 PM**

**Palmer Pavilion – Les Gilmore Kitchen**

**301 E. Hackberry**

**McAllen, Texas 78501**

**QUESTIONS DUE:**

**Wednesday, December 28, 2016 @ 5:00 PM**

**ANSWERS DUE:**

**Friday, January 6, 2017 @ 5:00 PM**

**PROPOSAL DUE DATE:**

**Wednesday, January 11, 2017 @ 9:30 AM**

**Hidalgo County Purchasing Department**

**Attn: Martha L. Salazar, CPPB**

**Hidalgo County Purchasing Agent**

**2812 S. Business Highway 281**

**New Administration Building**

**Edinburg, Texas 78539**



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

December 19, 2016

\_\_\_\_\_  
Bidder's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**  
**Request for Qualifications -"Construction Manager at Risk (CMAR) for Palmer**  
**Pavilion – Les Gilmore Kitchen Renovation Project"**  
**RFQ Bid No: 2016-406-01-11-HGO**

Dear Gentleman/Ladies:

Enclosed, please find the Request for Qualifications (RFQ) packet. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Qualifications process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4877.

Sincerely,

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

MLS/hgo  
Enclosures



## HIDALGO COUNTY PURCHASING OFFICE

2812 S. Business Highway 281  
Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 292-7612

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### “Construction Manager at Risk (CMAR) for Palmer Pavilion – Les Gilmore Kitchen Renovations Project”

**RFQ No: 2016-406-01-11-HGO**

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

Thank you.

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

\_\_\_\_\_  
Date



**REQUEST FOR QUALIFICATIONS (RFQ)**

**HIDALGO COUNTY PRECINCT No. 2**

*(Including all funding sources, programs, and entities)*

**“Construction Manager at Risk (CMAR) for Palmer Pavilion – Les Gilmore Kitchen Renovations Project”**

**RFQ NO: 2016-406-01-11-HGO**

Acceptance Due Date: **January 11, 2017**

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

**Project Buyer Contact Information:**

Heidi Garcia Ortiz, Buyer III  
(956) 318-2626 Ext. 4877  
[heidi.ortiz@co.hidalgo.tx.us](mailto:heidi.ortiz@co.hidalgo.tx.us)

1. Sealed qualifications will be received for **"Hidalgo County Precinct No. 2 Construction Manager at Risk (CMAR) for Palmer Pavilion – Les Gilmore Kitchen Renovations Project"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). A Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.
2. **One (1) original, seven (7) copies** of all qualifications and **two (2) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, **RFQ: 2016-406-01-11-HGO Hidalgo County Precinct No. 2 Construction Management at Risk (CMAR) for Palmer Pavilion – Les Gilmore Kitchen Renovation Project**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, January 11, 2017.**

NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your RFQ:

1. Legal Notice (See page9);
2. Insurance pages with Acknowledgment Forms (See Exhibit "C");
3. Form CIQ-Conflict of Interest Questionnaire (See Exhibit "D");
4. Vendor Bidder Application & W-9 forms (See Exhibit "E");
5. Certification Regarding Debarment (See Exhibit "F");
6. Proposer's Affidavit (See Exhibit "H");
7. Attachment "A" Submittal Form
8. Attachment "B" Value Assessment Plan
9. Attachment "C" Past Performance
10. RFQ Submittal Checklist (See page following Proposer's Affidavit); and
11. SAMS.gov Registration Acknowledgement (See Number 17 below).

3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best-evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent or to reject all

qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalog numbers and any necessary references.
7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
8. County reserves the right to accept or reject any or all qualifications.
9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.
10. Costs are to be net F.O.B., County Prepaid.
11. County is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
13. **DELIVERY INSTRUCTIONS:**
  - No deliveries accepted after 3:00 P.M., Monday-Friday.
  - At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

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

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful respondent
  - b) Name and address of receiving department or official

- c) Purchase Order Number and Contract number (if any)
- d) Notation- **Hidalgo County Precinct No. 2 RFQ: 2016-406-01-11-HGO-HIDALGO COUNTY “Construction Management at Risk (CMAR) Palmer Pavilion – Les Gilmore Kitchen Renovation Project”**,
- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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

**HIDALGO COUNTY PRECINCT No. 2**

300 W. Hall Acres, Ste G.  
Pharr, Texas 78577  
956-787-1891

**15. SCHEDULE OF EVENTS**

Qualification Opening, 9:30 A.M.	<b>January 11, 2017</b>
Award of Contract:	2017
Commence Work or Deliver Products:	2017

**16. HIDALGO COUNTY HOLIDAYS:**

2017 YEAR	
New Year's Day	01/02/17
Martin Luther King Day	01/16/17
President's Day	02/20/17
Good Friday	04/14/17
Memorial Day	05/29/17
Independence Day	07/04/17
Labor Day	09/04/17
Columbus Day	10/09/17
Veteran's Day	11/10/17
Thanksgiving Day	11/23/17-11/24/17
Christmas Day	12/25/17-12/26/17
New Year's Eve	01/01/18

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

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed by a surety company authorized to do business in Texas. **All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management @ [www.sam.gov](http://www.sam.gov).**
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to the commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

**18. ETHICAL STANDARDS:**

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

- **NOTICE:**

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

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

**19. DISCLOSURE OF CONFLICT OF INTEREST**

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

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

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

**20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFQ packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFQ No. 2016-406**, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to [heidi.ortiz@co.hidalgo.tx.us](mailto:heidi.ortiz@co.hidalgo.tx.us). Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in a delay of the award.

Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

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

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONER'S COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

21. If during the life of any contract or qualification awarded, the successful respondents' net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Qualifications, and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:
  - Possess or is able to obtain adequate financial resources as required to perform under the qualification;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County civil service system.
25. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate the contract immediately in the event of breach or default by successful respondent, or in the event, a successful respondent fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise, perform in accordance with the requirements.
27. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers,

agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' 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 the successful respondent.

28. Successful respondent 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 Qualifications shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two business days at no expense to County. Items that are 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 items' non-conformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.
30. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and the name of representative or contact person.
32. Respondents must provide all documentation requested with this Qualification in their response (except for CIQ Form, if NOT APPLICABLE). Failure to provide this information may result in rejection of the qualification as non-conforming.

Request for Qualifications  
For  
**HIDALGO COUNTY PRECINCT No. 2**  
**“Construction Manager at Risk (CMAR) for Palmer Pavilion – Les Gilmore  
Kitchen Renovation Project”**  
**RFQ NO: 2016-406-01-11-HGO**

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

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

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

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

**Respectfully submitted,**

Firm: \_\_\_\_\_

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

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

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

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

# **EXHIBIT A**

## Requirements

### **QUALIFICATIONS**

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

**”Construction Manager at Risk for Palmer Pavilion  
– Les Gilmore Kitchen Renovation Project”**

**RFQ# 2016-406-01-11-HGO**

The County of Hidalgo is issuing a Request for Qualification for Construction Manager at Risk firms interested in providing Pre-Construction and Construction services for the construction and/or renovation of Palmer Pavilion – Les Gilmore Kitchen Project. The Construction Manager at Risk (CMAR) will be contracted directly with the County and is expected to provide assistance to the County and its representatives prior to construction: offering budget, schedule, and constructability advice during the project planning and design phases. The CMAR then converts from advisory role to the contractual role of the general contractor.

The Palmer Pavilion – Les Gilmore Kitchen consists of one (1) building and one (1) kitchen.

With the upgrade of the Palmer Pavilion – Les Gilmore Kitchen it is our goal to provide year-round recreational activities for the youth of Hidalgo County as well as an area for our senior citizens. Construction of a new building will serve as a public gymnasium facility with indoor batting cages and basketball courts with a designated area designed specifically for senior citizens. The Les Gilmore Kitchen renovation will take an existing barbecue cooking facility and upgrade it to provide a highly functional kitchen with a new cooking exhaust system.

Construction and renovation is expected to take **twelve (12) to sixteen (16) months**, with an estimated expense of \$1,500,000.00.

The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **“Construction Manger at Risk (CMAR) for Palmer Pavilion – Les Gilmore Kitchen Renovation Project”** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., on WEDNESDAY, JANUARY 11, 2017.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:  
RFQ Number: 2016-406-01-11-HGO  
Hidalgo County Purchasing Department  
2812 S. Bus. Hwy 281  
Edinburg, Texas 78539

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

The following outlines the Request for Qualifications:

## **SECTION I GENERAL TERMS AND CONDITIONS**

All cost and expenses associated with the preparation and submission of all bids, proposals, statements of qualifications (RFQ) and quotes shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

### **ADDITIONAL INFORMATION:**

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE AT (956) 292-7612 OR BY EMAIL TO [HEIDI.ORTIZ@CO.HIDALGO.TX.US](mailto:HEIDI.ORTIZ@CO.HIDALGO.TX.US) NO LATER THAN WEDNESDAY, DECEMBER 28, 2016 at 5:00 P.M. Responses will be sent to all applicants via email by 5:00 P.M., on FRIDAY, JANUARY 6, 2017. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.** Hidalgo County is requesting that Statements of Qualifications be routed to Martha L. Salazar, Purchasing Agent, at 2812 S. Bus. Hwy 281 Edinburg, Texas 78539.

**PROPOSER'S AFFIDAVIT:** Prior to contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit H**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:** 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.

**FAIR LABOR STANDARDS:** The selected Proposer shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend and hold harmless the County and its agents, officers and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

**PREVAILING WAGE RATE:** The selected proposer will be required to pay not less than the prevailing wage of the various classes of labor. The determination of prevailing wages shall not be construed to prohibit the payment of more than the rate named. Under no condition shall any laborer, workman or mechanic employed on this job be paid less than the minimum wage scale as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments. The selected proposer must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety and minimum wage. The selected proposer shall post the applicable Prevailing Wage Rate Determination in a prominent, easily accessible place at the worksite. To ensure that the selected proposer and/or subcontractors are paying the posted specified rates (to include fringe benefits when applicable), to all classifications of workmen, mechanics, and laborers, the County reserves the right to perform "spot labor interviews" and/or examine payroll information.

**CHAPTER 2258 REQUIREMENTS:** The selected proposer shall comply with application provisions of Chapter 2258 of the Texas Government Code Title 10.

**MINIMUM WAGE RATE:** Contractor shall be required to pay its employees not less than the current Federal minimum wage rate. Hidalgo County reserves the right to inspect and audit the contractor's payroll records to verify compliance with all federal and state wage and hour laws and labor statutes including, but not limited to, payment of minimum wage, payment of overtime, payment of mandatory withholdings.

**CONTRACT PERIOD:** The selected proposer will be awarded a contract that will include a period not to exceed **three (3) months** for preconstruction services, which will convert to a contract for construction services to be completed within an agreed schedule for completion. The complete contract period shall not exceed **a sixteen (16) month** period. All prices, terms, and conditions negotiated under this contract and as set forth in the original RFQ/RFP shall remain in effect and firm throughout the full term of the contract. Any extensions, amendments, or change orders associated with this contract shall be at the sole discretion of Hidalgo County

with the approval of the Hidalgo County Commissioners Court. All contracts are subject to the availability of fiscal year funding and/or appropriations and do not represent an obligation on the part of Hidalgo County, and the State of Texas.

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

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

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

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

**RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:** It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict participation. Any such protest or question regarding the requirements or RFQ procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These requirements also apply to requirements that are ambiguous.

**HAND DELIVERED STATEMENTS OF QUALIFICATIONS:** Hidalgo County requires submitters, when hand delivering qualifications, to make sure that it is stamped with the date and time by the County purchasing staff.

**SIGNING OF QUALIFICATIONS:** All submittals **MUST** be signed in order to be considered. **Please sign the original in BLUE INK.**

**WAIVING OF INFORMALITIES:** Hidalgo County reserves the right, at its sole discretion, to waive minor informalities or technicalities when it is in the best interest of Hidalgo County to do so.

**SUBCONTRACTING:** The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County. The submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

## **SECTION II RFQ REQUIREMENTS**

**REQUEST FOR QUALIFICATIONS:** The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and **two (2) CDs in PDF Format** shall be submitted to the address on the cover letter.

**UNDERSTANDING OF THE PROJECT:** This section should demonstrate the consultant's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to three (3) pages in length.

**FIRM QUALIFICATIONS:** The County of Hidalgo is seeking to contract with a qualified and competent Construction Manager at Risk (CMAR) firm, registered and licensed to practice in the State of Texas that has experience in the following areas:

- › Pre-Construction
- › Offering Budget
- › Schedule and constructability advice during project planning and design phases

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

**PERSONNEL AND STAFFING:** The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project for each biographic summary provided. Proposer shall identify the critical project team (shown below). These individuals shall be used by Proposer for the duration of the Contract resulting from this RFP. These individuals CANNOT be removed or replaced unless requested or approved to do so by the County.

**The Pre-Construction Services Lead:** This individual shall be the daily single-point-of-contact for the County for the entire duration of pre-construction services (time of contract award, until the time that the construction shall begin). This person will be the County's point of contact to resolve any issues, clarify cost, clarify schedule, and answer any questions. This individual cannot be removed or replaced during the pre-construction services (or at any point prior to beginning construction).

**The Project Manager:** This individual shall be the daily single-point-of-contact for the County for the entire duration of the project. This individual will be the County's single daily point of contact to resolve any issues, clarify cost, clarify schedule, and answer any questions. This individual will be the project lead for the execution of this project for the entire duration of the project.

**The Site Superintendent:** This individual shall be the primary person that will manage the site on a daily basis. This individual will be on the job site every day for the entire duration of the project.

**REQUIRED CERTIFICATIONS, PERMITS, LICENSES AND SUBMITTAL:**

Proposer/Contractor shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the services stated in RFQ/RFP. Proposer/Contractor shall maintain these licenses and permits in effect for the duration of this contract agreement. Proposer/Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this contract agreement.

**Additionally, this section should include, but not be restricted to the following information:**

- A. Firm name, address, phone number, and person to contact regarding the Statement of Qualification.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
  - 1. Copy of current license and/or certification with State seal
  - 2. A general list of Construction Manager at Risk projects within the past two (2) years.
- C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.

**SCOPE OF SERVICES:** Hidalgo County is issuing a Request for Qualifications for Construction Manager at Risk firms interested in providing Pre-Construction and Construction services for the construction and renovation of the Palmer Pavilion – Les Gilmore Kitchen Project. The Construction Manager at Risk (CMAR) will be contracted directly with the County and is expected to provide assistance to the County and its representatives prior to construction offering budget, schedule, and constructability advice during the project planning and design phases. The CMAR then converts from advisory role to the contractual role of the general contractor.

**PARTICIPANTS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL.** The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq.

**CONTRACT AWARD PROCESS:** An award to one Proposer for the project for the services specified herein will be made following a two-step procedure as described in more detail in this RFQ/RFP. The award will be made based on the overall best value to the County (as outlined in this solicitation).

In Step-One, the County will be evaluating the information submitted by the proposers on the basis of established selection criteria as a process to rank each submittal. Proposals will be evaluated by an Evaluation Committee consisting of representatives selected by Hidalgo County Commissioners Court. For clarification purposes, additional information may be obtained from some or all of the responding firms. The evaluation committee's scores will be consolidated to identify the top five (5) firms susceptible of advancing to Step Two of the RFQ/RFP process.

In Step-Two, the short-listed Proposers will be asked to submit additional information for the project as described in the following sections. Further information will be provided regarding the information required for Step-Two but generally includes submission of a written project plan, fees and estimated general conditions costs, and participation in interviews with the evaluation committee. The County will evaluate the Proposers and begin clarifications during this stage. Information about Step-Two is included for reference only. **DO NOT SUBMIT STEP TWO MATERIALS WITH YOUR PROPOSAL.**

Following Step Two, the evaluation committee will then submit their recommendation(s) of the highest ranked Proposer for the project to the Commissioners Court for their approval and authorization to proceed with contract negotiations.

The County will begin negotiations with highest ranked Proposer for the project. If the County and highest ranked Proposer cannot reach an agreement, negotiations will be terminated and the County will begin negotiations with the next highest ranked Proposer. Upon the conclusion of successful negotiations, staff will recommend an award of the project to Commissioners Court.

The RFQ/RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. An Evaluation Committee will independently evaluate each proposal and selection will be made according to the highest score based on the evaluation criteria outlined in the solicitation.

All proposals shall be reviewed by the RFQ/RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFQ/RFP.

Submission of qualification indicates Proposer's acceptance of the evaluation techniques and the recognition that judgments must be made by the County during the evaluation process.

Hidalgo County reserves the right, at its sole discretion, to request clarifications or conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing. All communication (written or oral) with the Evaluation Committee will be coordinated by the RFQ/RFP Coordinator. Proposers are prohibited from contacting the Evaluation Committee members directly.

The County may also modify the RFQ/RFP prior to the date and time fixed for submission of offers by the issuance of an addendum. All addenda will be numbered consecutively beginning with 1.

Contract award shall be subject to the contract approval of all appropriate officials in accordance with applicable State laws and regulations.

**Procurement Schedule:** The following are the critical dates that apply to this procurement. The County will make every effort to adhere to the schedule below. However, the County

reserves the right to modify these activities and dates at any time. All changes to the schedule will be done by an addendum and emailed to all parties having requested an RFQ/RFP packet.

### STEP-1 ACTIVITIES

	ACTIVITY	DATE
1	Pre-Proposal Conference (2:00 PM)	Tuesday, December 27, 2016
2	Site Visit (following pre-bid conference)	Tuesday, December 27, 2016
3	Deadline to Submit Questions (5:00 PM)	Wednesday, December 28, 2016
4	Answers (5:00 PM)	Friday, January 6, 2017
5	Step 1 Proposal Deadline (9:30 AM)	Wednesday, January 11, 2017
6	Shortlist – Qualified Proposers Identified	Friday, February 10, 2017

**STEP-2 ACTIVITIES (Applies only to Shortlisted Proposers) Information about Step-Two is included for reference only. DO NOT SUBMIT STEP TWO MATERIALS WITH YOUR PROPOSAL. ALL DATES ARE SUBJECT TO CHANGE.**

	ACTIVITY	DATE
7	Notification of Shortlist (to Qualified Proposers Only)	Monday, February 13, 2017
8	Deadline to Submit Questions (5:00 PM)	Friday, February 17, 2017
9	Answers (5:00 PM)	Wednesday, February 27, 2017
10	Step 2 Proposal Deadline (from Qualified Proposers Only)	Wednesday, March 1, 2017
11	Interviews (of Qualified Proposers Only)	Thursday, March 9, 2017 And Friday, March 10, 2017
12	Clarification Period	Monday, March 13, 2017 Thru Friday, March 17, 2017
13	Anticipated Date of Award	To be entered at a later date

**Proposal Submission Deadline:** Proposals shall be submitted no later than the Proposal Deadline of Wednesday, January 11, 2017, @ 9:30 AM Hidalgo County Purchasing Department. Proposers shall respond to the written RFQ/RFP and any attachments or addendums. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified and returned to the proposer unopened. Hidalgo County will not be responsible for unmarked proposals, improperly marked proposals or proposals delivered to the wrong locations. Proposers mailing proposals should allow sufficient mail delivery period to ensure timely receipt of their proposals by Hidalgo County Purchasing Department. When hand delivering proposals, submitters need to make certain that proposal is stamped with the date and time received by County Purchasing Staff.

**Pre-Proposal Conference:** The County will hold one Pre-Proposal Conference (***STRONGLY RECOMMENDED***) on Tuesday, December 27, 2016, @ 2:00 PM at the Palmer Pavilion, 301 E. Hackberry, McAllen, Texas.

Attendance at the Pre-Proposal Conference is voluntary and not a prerequisite to submitting a Proposal, however, it is strongly encouraged that all potential Proposers attend. A pre-proposal conference will provide an overview of the project and the solicitation process. To obtain the greatest benefit of the conference, Proposers are strongly encouraged to send their direct supervisory personnel / critical project team members (such as their project manager and site superintendent, in lieu of business development or sales personnel).

Following the Pre-Proposal Conference, the County will conduct a site tour for all potential Proposers. A second site tour will also be scheduled if deemed necessary.

**INCORPORATION OF PROPOSAL INTO THE CONTRACT:** The contents of this proposal and any negotiated changes are to be incorporated, in its entirety, into the Contract.

**RFQ/RFP COORDINATOR:** The main point of contact for this RFQ/RFP shall be:

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

The main point of contact shall hereinafter be referred to as the RFQ/RFP Coordinator.

**COMMUNICATIONS REGARDING THE RFQ/RFP:** During the proposal process, Proposers shall not contact County staff. Additionally, Proposers and their employees of related companies, as well as paid or unpaid personnel acting on their behalf, shall not contact or participate in any type of contact outside the County offices with County employees, including elected officials. Such contact may result in the Proposer being disqualified. All contact must be coordinated through Martha L. Salazar, RFQ/RFP Coordinator, for this procurement. All communication should be in writing to the RFQ/RFP Coordinator. Written comments, including questions and requests for clarification, must reference the RFQ/RFP number and should be submitted no later than Wednesday, December 28, 2016, @ 5:00 PM. The County shall respond in writing to written communications. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

**PROPOSAL SUBMITTAL:** One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, RFQ: 2016-406-01-11-HGO Hidalgo County Precinct No. 2 Construction Management at Risk (CMAR) for Palmer Pavilion – Les Gilmore Kitchen Renovation Project”, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 11, 2017.

The proposal must be signed (**BLUE INK**) by an individual with authority to bind the Proposer in a contract with Hidalgo County.

Proposals must be submitted to:

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

**Physical Address:**

Administration Building  
2802 S. Business Hwy 281  
Edinburg, Texas 78539

**Mailing Address:**

Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

**COMMITMENT:** Proposer understands and agrees that this RFQ/RFP is issued predicated on anticipated requirements for the Owner's Projects and that the County has made no representation, written or oral, that any contract will necessarily arise from this RFQ/RFP.

**PROPOSAL PREPARATION COSTS:** Hidalgo County shall not be responsible or liable for any costs associated with the preparation, submittal, presentation, or other costs incurred by participating in this procurement process.

**PROPOSAL WITHDRAWAL:** A Proposer may withdraw their Proposal by submitting a written request for its withdrawal, such request having the signature of an authorized company representative, to the RFQ/RFP Coordinator at any time prior to the submission deadline. The firm may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline will not be considered.

**PROPOSAL AMENDMENT:** Hidalgo County shall not accept any amendments, revisions, or alterations to the proposal after the deadline for submittals.

**PROPOSAL ACCEPTANCE PERIOD:** Each proposal shall be valid for a period of ninety (90) days after the RFQ/RFP submission deadline date to allow time for evaluation, selection, and any unforeseen delays. The ninety (90) days may be extended by mutual agreement of the parties.

**RIGHT TO REJECT:** Hidalgo County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFQ/RFP entirely if determined to be in the best interest of Hidalgo County. Any Proposer who is currently involved, either directly or indirectly with any litigation against or involving the County, which, as determined by the Commissioners Court, may not be in the best interest of the County may be disqualified and/or not considered for an award.

Any proposal received which does not meet the requirements of the RFQ/RFP may be considered to be non-responsive and the proposal may be rejected. Proposers must comply with all of the terms of this RFQ/RFP and all applicable federal, state and local laws and regulations. Hidalgo County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFQ/RFP.

Hidalgo County reserves the right, at its sole discretion, to waive any technicality in proposals provided such action is in the best interest of Hidalgo County. Where Hidalgo County waives minor technicalities in the proposal such waiver does not modify the RFQ requirements or excuse the Proposer from full compliance with the RFQ/RFP. Notwithstanding any minor technicalities, Hidalgo County may hold any Proposer to strict compliance with the RFQ/RFP.

**DISCLOSURE OF PROPOSAL CONTENTS:** The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document. All submitted Proposals become the property of Hidalgo County and shall be subject to any applicable open records statutes. The content of all RFQ's/RFP's submitted shall remain in effect for a minimum period of 90 days.

**ON-SITE INSPECTION:** After opening of proposals and prior to award, Hidalgo County reserves the right to make a pre-award site visit of any or all proposer's facilities to be used in the performance of work under this solicitation. Proposer agrees to allow all reasonable requests for inspection of such facilities with two (2) days advance notice. Failure to allow such an inspection shall be cause for rejection of proposals as non-responsive. Hidalgo County reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.

**IMPLIED REQUIREMENTS:** Products and services not specifically mentioned in the RFQ/RFP, but which are necessary to provide the service described by this RFQ shall be included in the proposal. It is intended that this RFQ/RFP describe the requirements and response format in sufficient detail to secure comparable proposals.

**PROPOSAL OF ADDITIONAL SERVICES:** If a Proposer indicates an offer of services in addition to those required by and described in this RFQ/RFP, these additional services may be added to the original contract at the sole discretion of Hidalgo County.

**INDEMNIFICATION:** Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' 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 the successful respondent.

**CONTRACT PERIOD:** The selected proposer will be awarded a contract that will include a period not to exceed **three (3) months** for preconstruction services, which will convert to a contract for construction services to be completed within an agreed schedule for completion. The complete contract period shall not exceed **a sixteen month** period. All prices, terms, and conditions negotiated under this contract and as set forth in the original RFQ/RFP shall remain in effect and firm throughout the full term of the contract. Any extensions, amendments, or change orders associated with this contract shall be at the sole discretion of Hidalgo County with the approval of the Hidalgo County Commissioners Court. All contracts are subject to the availability of fiscal year funding and/or appropriations and do not represent an obligation on the part of Hidalgo County and the State of Texas.

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

**SELECTION PROCESS:** During "Step-One" of the process, the County will shortlist and qualify up to five (5) Proposers based on the criteria outlined in this RFQ. Only the shortlisted Proposers will be invited to participate in "Step-Two", where additional proposal information will be requested, and the most qualified (best-value) Proposer will be awarded the project.

No fees for services cost information, or price-related factors will be considered in the Step One selection evaluations.

An Evaluation Committee for this process is comprised of representatives appointed by Commissioners Court.

The Evaluation Committee will evaluate specific criteria for all responsive Proposals (including the Qualification Statement, the Risk Assessment Plan, and the Value Assessment Plan). The Evaluation Committee will independently review and score the items. After each member completes his/her individual scoring, he/she will send the scores to the RFQ/RFP Coordinator, who will then normalize the scores to obtain the final consolidated score for each of the evaluated criteria. To normalize the scores, the RFQ/RFP Coordinator will use a basic linear relationship to prioritize the Proposals based on the submitted information. The RFQ/RFP Coordinator will assign the most points to the Proposer with the best score in each criterion, and fewer points to the other Proposers (based on each Proposer's relative score from the best).

The Evaluation Committee will score the Qualifications Statements based on a 1 – 20 scale based on the qualifications and experience of the construction manager with similar projects, the reasonableness of the project approach, and the responsibility of the construction manager.

For Step One, responses to this RFQ will be evaluated by an evaluation committee based on the following criteria and weighted points:

Evaluation Category	Total Points
<b>Financial Stability</b>	Pass/Fail
<b>Qualification Statement</b>	30
<b>Risk Assessment Plan</b> (used to evaluate experience and other appropriate factors demonstrating capability)	30
<b>Value Assessment Plan</b> (used to evaluate experience and other appropriate factors demonstrating capability)	20
<b>Past Performance/Experience Information</b> (CMAR Firm)	5
<b>Past Performance/Experience Information</b> (Project Manager)	5
<b>Past Performance/Experience Information</b> (Preconstruction Services Lead)	5
<b>Past Performance/Experience Information</b> (Site Superintendent)	5
<b>Total</b>	<b>100</b>

**PROPOSAL REQUIREMENTS (STEP ONE):** Each Proposer shall submit one (1) submittal package. Any submittal package that does not adhere to the requirements in this RFQ (including page limits) may be deemed non-responsive and rejected.

**RESPONSIVE AND RESPONSIBLE:** The County will only consider and evaluate proposals from responsive and responsible Proposers.

To be considered responsive, at a minimum, Proposers must complete and submit all of the required information that is requested in this RFQ and its Attachments, and the Submittal must also be delivered on time and to the correct address as identified in this RFQ. Any submittal that is unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be determined to be non-responsive.

To be considered responsible, at a minimum, Proposers must be presently engaged in providing the services similar to those required in this RFQ, must have appropriate licenses, and must be capable of performing the services required outlined in this RFQ. The County, in its sole discretion, may reject any proposal in which the Proposer:

- has unsatisfactorily performed work for the County in the past (in the County's opinion)
- has a current contract with the County which is not in good standing
- has had a contract terminated by the County for non-performance

- is engaged in unresolved disputes or is in litigation with the County
- has been or is presently debarred, suspended, proposed for debarment, or declared ineligible for award of a contract by any public entity
- had judgments rendered against them for fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or tax evasion

The County reserves the right to contact any Proposer to clarify any information in its submittal, to request additional information from the Proposer, or to conduct an additional investigation about the Proposer not outlined in this RFQ. Proposers that do not, or cannot provide the requested information may be considered non-responsive.

**SUBMITTAL FORM ATTACHMENT A:** The Proposer must complete all information requested in this Attachment. This document requests information on the following items:

- Contact information of the Proposer, including a valid email address
- Acknowledgment of all addenda
- Signature of the person authorized to contractually obligate the Proposer/Organization.
- Completion of all certification statements
- Identification of the critical project team (shown below). These individuals shall be used by Proposer for the duration of the Contract resulting from this RFP. These individuals CANNOT be removed or replaced unless requested or approved to do so by the County.

**THE PRE-CONSTRUCTION SERVICES LEAD:** This individual shall be the daily single-point-of-contact for the County for the entire duration of pre-construction services (time of contract award, until the time that the construction shall begin). This person will be the County's point of contact to resolve any issues, clarify cost, clarify schedule, and answer any questions. This individual cannot be removed or replaced during the pre-construction services (or at any point prior to beginning construction).

**THE PROJECT MANAGER:** This individual shall be the daily single-point-of-contact for the County for the entire duration of the project. This person will be the County's point of contact to resolve any issues, clarify cost, clarify schedule, and answer any questions. This individual will be the project lead for the execution of this project for the entire duration of the project.

**THE SITE SUPERINTENDENT:** This individual shall be the primary person that will manage the site on a daily basis. This individual will be on the job site every day for the entire duration of the project.

**QUALIFICATION STATEMENT:** This information will be evaluated to confirm the experience of the Construction Manager with similar projects. The Proposer is responsible for selecting its team and for the performance of the team. The following will be evaluated:

1. **CONSTRUCTION MANAGER EXPERIENCE:** Briefly discuss 5 projects completed in the last 7 years that best represent your firm's ability to successfully manage this project to completion, on time and within the budget. As a minimum, for each project, provide a brief description, current client reference information (including names and contact information), date services performed, specific services your firm performed, the size of the project, original scheduled completion date and actual completion date, the original GMP and the final cost of construction. All 5 projects must be Construction Management at Risk projects. If your firm has several

branch offices, highlight the projects on the list managed by the office that will manage the Hidalgo County project and any members of your proposed team which were involved in any of the 5 projects.

2. **PROJECT APPROACH:** Describe, in detail, what methods and procedures your firm will use to perform the tasks listed below. The description should elaborate on how you will function as a part of the Hidalgo County Project Team and include Hidalgo County in the CMAR process.
  - a. Cost and quality control during the design and construction phases
  - b. Scope Optimization and Value Engineering
  - c. Constructability
  - d. Schedule Management during the design and construction phases
  - e. GMP Development (Scope definitions, bidding, bid openings, scoping sessions, bid evaluations & sub-selection)
  - f. Change management
  - g. Other tasks unique to your firm

**RISK ASSESSMENT PLAN:** The Risk Assessment Plan should address risks that may impact the successful delivery of this project, considering all expectations as described in this RFP. The Proposer should list and prioritize major risk items that are unique and applicable to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the County. The Proposer should rely on and use their past experience and knowledge of completing similar projects to identify these potential risks.

Each risk should be described in non-technical terms and should contain enough information to describe to a reader why the risk is a valid risk. The Proposer must also explain how it will avoid or minimize the risks from occurring. If the Proposer has a unique method to minimize the risk, the Proposer should explain it in non-technical terms. The Risk Assessment Plan gives the opportunity for the Proposer to differentiate its capabilities based on its ability to visualize, understand, and minimize risk to the County and the risk to a successful outcome of the project. The Risk Assessment Plan is broken down into two subparts: Assessment of Controllable Risks and Assessment of Non-Controllable Risks.

**ASSESSMENT OF CONTROLLABLE RISKS:** This includes risks, activities, or tasks that are controllable by the Proposer, or by entities/individuals that are contracted to by the Proposer. This includes things that are part of the technical scope of what the Proposer is being hired to do. This may also include risks that have already been minimized before the project begins due to the Proposer's expertise (i.e. risks that are no longer risks due to the Proposer's expertise in delivering this type of project).

**ASSESSMENT OF NON-CONTROLLABLE RISKS:** This includes risks, activities, or tasks that are not controllable by the Proposer. This may include risks that are controlled by County, County personnel, risks that are caused by other agencies, or completely uncontrollable risks. These can also be areas/risks that can contribute to contingency. Although these risks may not be controlled by the Proposer, the Proposer should identify a strategy that can be followed or used to mitigate these risks. All non-controllable risks and strategies to mitigate them must not be included in the Proposer's base proposal cost or schedule.

In order to minimize any bias, the Risk Assessment Plan MUST NOT contain any names that can be used to identify who the Proposer is (such as company names, personnel names, project names, or product names). The Risk Assessment Plan must not identify the Proposer's Cost or Fee for this project.

The Risk Assessment Plan should be brief and concise. The Risk Assessment Plan must NOT exceed 4 pages (front side of the page only) (2 pages for the Assessment of Controllable Risks, 2 pages for the Assessment of Non-Controllable Risks). Any plan that contains names may be marked as nonresponsive and eliminated from the evaluation process. The County also reserves the right, in its sole discretion, to modify a Proposal to request removal of noncompliant information. At the County's option, the Risk Assessment Plan may become part of the final contract (if Proposer is selected for award).

The criteria on which the Risk Assessment Plan will be evaluated is the capability of the Proposer to visualize, understand, and minimize risk to the County and the risk to a successful outcome of the Palmer Pavilion – Les Gilmore Kitchen Renovation Project.

**VALUE ASSESSMENT PLAN – ATTACHMENT B:** The purpose of the Value Assessment Plan is to provide Proposers with an opportunity to identify any value added options or ideas that may benefit the County, the project, or the service. If the Proposer can include more scope or service within the constraints of the County, the Proposer should provide an outline of potential value added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, project cost, goals, deliverables, methodologies, etc.

In order to minimize any bias, the Value Assessment Plan MUST NOT contain any names that can be used to identify who the Proposer is (such as company names, personnel names, project names, or product names). The Value Assessment Plan must not identify the Proposer's Cost or Fee for this project.

The Value Assessment Plan should be brief and concise. The Value Assessment Plan must NOT exceed 1 page (front side of the page only). Any plan that contains names may be marked as nonresponsive and eliminated from the evaluation process.

The criteria on which the Value Assessment Plan will be evaluated is the capability of the Proposer to identify any value added options or ideas that may benefit the County and the Palmer Pavilion – Les Gilmore Kitchen Renovation Project.

**PAST PERFORMANCE INFORMATION – ATTACHMENT C:** Past Performance Information (PPI) will be used to assist the County in identifying customer satisfaction on previous projects. The Proposer is responsible for selecting their team and for the performance of the team. The County will analyze past performance information on each of the entities listed below:

- Entity #1: The CMAR Proposer (Firm)
- Entity #2: The Project Manager (Individual)
- Entity #3: The Site Superintendent (Individual)
- Entity #4: The Pre-Construction Services Lead (Individual)

For each of these entities, the Proposer shall prepare and collect Past Performance Surveys as outlined below:

**STEP 1 – IDENTIFY WHO TO CONTACT:**

- Suggestions:
- Each entity should identify a list of client references that will evaluate their performance.

- Each entity should identify and survey their “best” references, or clients that are highly satisfied.
- The reference projects do not have to be similar to the scope of this project.
- Requirements:
  - The County cannot be listed or used as a reference.
  - The references must be from projects that have been awarded, and 100% complete.
  - The client or end user must be the reference and shall complete the survey. The survey cannot be completed by Proposers, consultants, architects/engineers, or any other third party.
  - Only one survey per past project is allowed (the entity cannot have different individuals evaluate the same project)
  - The maximum number of surveys that can be submitted is 5 for each entity. Failing to submit surveys will not disqualify an entity, however, the entity will receive “1” ratings/scores which may impact the Proposer’s overall competitiveness.

STEP 2 – PREPARING THE SURVEYS: Each entity is responsible for preparing their own surveys. The survey questionnaire is separated into three different sections/parts. In order to receive credit for a returned survey, the entity shall provide all required information on the survey, including:

- (Part A) The entity shall enter the name of the Vendor (Proposer) and/or name and titles of Key Personnel that are being evaluated by the end client in this survey.
- (Part B) The entity shall enter background information about the project being evaluated. All information is required. Failure to provide this information, or listing “n/a” or “confidential” may result in no credit for the survey. The information that is required includes:
  - Name of the client or organization that purchased or owns the project (i.e. City of Edinburg)
  - Name of the project itself (i.e. Fire Station #7, Cafeteria Bldg.)
  - Date the project was awarded (i.e. May 2008)
  - Estimated/Approximate Size of the Project (i.e. \$200,000)
- (Part C) This Part is to be completed by the client/end user and includes a customer satisfaction question, general comments, and contact information. The entity must ensure that the client’s phone number is correct and working.

STEP 3 – DISTRIBUTING AND COLLECTING THE SURVEYS: Prior to distributing the surveys, it is recommended that the entity contact each client/reference to ensure that they are able and willing to complete the survey.

- The entity should fax, email, mail, or hand delivery the survey to each client/reference.
- The entity must enter their email address (located at the bottom of the survey) so that the surveys are returned back to the entity.
- The entity should follow up with each client/reference to make sure they complete the survey and send the survey back to the entity.
- All returned surveys MUST be evaluated AND signed by the client/reference. Once again, this reference must be the owner or end client of the Project.
- If a survey is not signed, it will NOT be counted or considered.

- The County may contact the client/reference to clarify a survey rating, check for accuracy, or to obtain additional information. If the client/reference cannot be contacted, the survey may be deleted and no credit given for that client/reference.
- Returned surveys must be packaged together and submitted with the Proposer's proposal

**STEP TWO (For Shortlisted Proposers Only – DO NOT COMPLETE UNTIL REQUESTED BY THE COUNTY)**

**SELECTION PROCESS:** This section provides a general overview of 'Step-Two' activities and requirements and only applies to Proposers that are shortlisted and qualified at the conclusion of 'Step-One'. During Step-Two, shortlisted Proposers may be requested to submit a project plan, a cost and schedule proposal, and participate in interviews. **DO NOT PROVIDE ANY OF THIS INFORMATION AT THIS TIME.**

Step Two will begin with notification of shortlisted Proposers and follow the Procurement Schedule outlined in Section 1 of this RFP.

An Evaluation Committee for this process is comprised of representatives appointed by Hidalgo County Commissioners Court.

The Evaluation Committee will be used to evaluate the Project Plan based on a scale of 1 through 10.

The Evaluation Committee will be used to evaluate the interviews comparatively to the interview criteria based on a scale of 1 through 10.

The Evaluation Committee will be asked to independently review and score the items. After each member completes his/her individual scoring, he/she will send the scores to the RFQ/RFP Coordinator, who will then normalize the scores to obtain the final consolidated score for each of the evaluated criteria. To normalize scores, the RFQ/RFP Coordinator will use a basic linear relationship to prioritize the Proposals based on the submitted information. The RFQ/RFP Coordinator will assign the most points to the Proposer with the best score in each criterion, and fewer points to the other Proposers (based on each Proposer's relative score from the best).

For Step-Two, responses to the Owner's Request for Proposals will be evaluated by an evaluation committee based on the following criteria and weighted points:

Evaluation Category	Points
Cost / Fee	10
Project Plan	10
Interviews of Key Personnel (Pre-Construction Services Lead, Project Manager, & Site Superintendent)	40
Overall Rating from Step-One	40
<b>Total</b>	<b>100</b>

**PROJECT PLAN:** The Project Plan consists of the following sections which will be evaluated for reasonableness:

- **Proposal Summary** – a brief roadmap that describes, in major activities or tasks, how the Proposer will meet the County's expectations (cost, time, resources, quality, and expectations) as set forth in this RFP. This should be a concise synopsis of the work, schedule, and approach that will be taken to complete this

project. This summary should demonstrate to the County that the Proposer can visualize what they are going to do before they do it.

- Scope Assessment** – is a tool to assist the County in assessing the strength of their scope-of-work, and to align goals and expectations during the Clarification Phase.
- Project Assumptions** – write a brief summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the Proposer has assumed the County will perform, items/tasks required from the County, and items/tasks that have not been included in the proposal (items that the Proposer feels are outside the scope of work). This should also include any critical expectations or responsibilities that the Proposer has of the County or County personnel.
- Subcontractors Plan** – a brief summary of the Proposers approach to selecting their critical subcontractors based on overall value (rather than lowest cost alone).

In order to minimize any bias, the Project Plan **MUST NOT** contain names that can be used to identify who the Proposer is (such as company names, personnel names, project names, or product names).

The Project Plan must **NOT** exceed 4 pages (front side of the page only; one page for the Proposal Summary, one page for the Scope Assessment, one page for the Project Assumptions, and one page for the Subcontractor Selection Plan). Any plan that contains names, may be marked as nonresponsive and eliminated from the evaluation process.

**COST PROPOSAL:** The shortlisted/qualified Proposer will be required to provide cost information for preconstruction services, construction services fee, and general conditions.

**INTERVIEWS:** The County may conduct interviews with the Key Personnel from each of the Shortlisted/Qualified Proposers. This includes the following individuals (Note: the County may also request to interview additional personnel):

- Project Manager
- Site Superintendent
- Pre-Construction Services Lead

The individuals that will be interviewed must be the same individuals that are identified in Attachment A of the Proposer's Submittal. No substitutes, proxies, phone interviews or electronic interviews will be allowed. No other individuals (from the Proposer's organization) will be allowed to sit in or participate during the interview session. Individuals who fail to attend the interview will be given a "1" score, which may jeopardize the Proposer's competitiveness.

Interviews are expected to last approximately 20 minutes per individual. The County will interview individuals separately (not as a Proposer team). Interviewees will be prohibited from making any reference to their proposed cost proposal or cost information. Interviewees may not bring notes, presentation materials, or handouts. The County may request additional information prior to interviews.

Interviewees will be evaluated based on the following criteria:

- Individual past experience on similar projects
- Past experience working as a team on similar projects

- Project/Technical Approach and Plan for the Interviewee's role in the project
- Risk identification, explanation, solution, and potential impact within the Interviewee's role in the project
- Integration of client team, client requirements, and client needs within the Interviewee's role in the project

**FINAL PRIORITIZATION OF PROPOSERS:** After the Shortlisted/Qualified Proposers have been interviewed, they will be evaluated and scored by the Evaluation Committee. The RFQ/RFP Coordinator will create a consolidated score sheet that includes all of the criteria and weights as identified in Section II.

**THE CLARIFICATION PERIOD:** The Clarification Period is carried out prior to the signing of a contract. The intent of this period is to allow the apparent best-value Proposer an opportunity to clarify any assumptions, issues, or risks, and confirm that their proposal is accurate. The County's objective is to have the project completed on time, without any cost increases, and with high customer satisfaction. It is the Proposer's responsibility to ensure that the Proposer understands the County's subjective expectations. It is not the County's responsibility to ensure that the Proposer understands what its' expectations are. The Proposer is at risk, and part of the risk is understanding the County's expectations. The Proposer will not be permitted to modify its proposed cost proposal, project durations, or project team (unless through mutual negotiations with the County).

**REQUIRED ACTIVITIES/DELIVERABLES:**

The Proposer will be required to preplan the project in detail to ensure that there are no surprises. The Proposer will be required to perform the following (including, but not limited to):

1. Verify the Cost Proposal
  - a. Provide a detailed cost breakdown (major areas, phases, components, etc.)
  - b. Clarify any 'big-ticket' items
  - c. Clarify all value added options (what is accepted or rejected)
  - d. Clarify why the cost proposal may be significantly different from competitors
2. Provide a Project Schedule
  - a. Prepare a high-level schedule of the project (with major milestones or tasks)
  - b. If requested, prepare (or provide a plan to prepare) a detailed milestone schedule
3. Provide a Client Action Item Schedule
  - a. Identify the roles and responsibilities of the County or County personnel
  - b. Prepare a detailed schedule of any/all activities, actions, or decisions needed from the County (including specific due dates and client names responsible for the activities)
4. Align Expectations
  - a. Coordinate with all critical parties (subcontractors, consultants, suppliers, etc.)
  - b. Provide a complete list of all proposal assumptions
  - c. Identify any potential 'deal breakers'
  - d. Identify what is excluded from the proposal (tasks, activities, deliverables, etc.)

- e. Review any unique technical requirements with the County
  - f. Review statements made during interviews
  - g. Revisit the sites to do any additional investigating
5. Provide All Documentation
    - a. Provide a detailed project/work plan (if requested)
    - b. Acceptance of contract terms and conditions (if requested)
    - c. Provide a detailed safety plan (if requested)
    - d. Provide a detailed staffing plan (if requested)
    - e. Provide a quality control plan (if requested)
    - f. Provide a detailed subcontractor plan (if requested)
    - g. Provide a commissioning plan (if requested)
    - h. Complete the Vendor/Bidder Application and W-9 forms (see Exhibit E)
  6. Risk Mitigation Plan
    - a. Identify all risks, activities, or concerns that may be unforeseen or not within the control of the Proposer. This should include everything (realistically) that may prevent you from being successful on this project.
    - b. Identify if there are any strategies to mitigate these items
    - c. Provide a plan of how unforeseen risks will be managed
    - d. Identify what (if anything) concerns you the most, or is unique about this project

**MEETINGS:** The potential best value Proposer will be required to conduct and participate in several meetings throughout the Clarification Period. At a minimum, the County will expect a Kickoff Meeting and a Summary Meeting as explained below:

The County will require the Proposer to conduct a kickoff meeting at the beginning of the Clarification Period. The Proposer will lead the kickoff meeting and is expected to be prepared to present the following information:

- Description of their plan for project execution and management
- High level schedule for project delivery
- Address any major concerns provided by the County
- Identify and address any major deal breakers
- Address all project assumptions
- Explain why their cost/financial Proposal may be different from the budget and/or competitors
- Identify major risks to project delivery (focusing on risks that the Proposer does not directly control) and the associated risk mitigation strategy. Clearly, identify any information or actions needed from the County to support successful project delivery.
- Propose a meeting schedule for items that must be reviewed in detail and resolved during the Clarification Period.

The potential best-value Proposer will be required to hold a final summary meeting at the end of the Clarification Period. This meeting is to present a summary of the final details that were discussed and resolved during the clarification period. This meeting is not a question-and-answer meeting. The Proposer will lead the meeting to present the entire Proposal, project execution plan, and identified risks and mitigation plans.

**CLARIFICATION DOCUMENT:** The potential best value Proposer will be required to submit a Clarification Document. This document will only be performed by the Proposer that is invited to (and successfully completes) the Clarification Period.

**NEGOTIATION:** The County reserves the right to negotiate with the potential best-value Proposer during the Clarification Period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.)

**FAILURE TO ENTER INTO AN AGREEMENT:** At any time during the Clarification Period, if the County is not satisfied with the progress being made by the invited Proposer, or if the Proposer and the County fail to agree to terms or fail to execute a contract, the County may terminate the Clarification Period activities and then commence or resume a new Clarification Period with an alternative Proposer. There will be no legally binding relationship created with any Proposer prior to the execution of a written agreement. Any Proposer's proposal, terminated in accordance with this article, is removed from further participation in this Request for Proposal.

**NOTIFICATION OF INTENT TO AWARD:** The RFQ/RFP Coordinator shall issue a written notice to the Proposer advising of acceptance of the proposal and the County's intent to enter into an Agreement. No other action of the County shall constitute acceptance of the proposal.

**POST PROJECT EVALUATION:** Upon completion of the project, the County will evaluate its overall satisfaction of the project. This includes (but is not limited to): overall quality, ability to manage the project, ability to minimize complaints, ability to minimize County efforts, ability to minimize project delays, and ability to minimize cost increases. The final assessment may be used to document the performance of the Proposer and critical components of their team (individuals and subcontractors). The County may use this information on future procurements.

**EVALUATION SYSTEM:** The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioners Court may elect to narrow the participating firms and request a presentation from firms that have scored at least 80 points in order to finalize ranking. Such presentation will increment the total scoring points with up to 10 additional points for a maximum of 110 total scoring points.

Categories under the 100-point scoring system include the following listed criteria:

- 1) Qualification Statement (30 points).
- 2) Risk Assessment Plan (used to evaluate experience and other appropriate factors demonstrating capability) (30 points).
- 3) Value Assessment Plan (used to evaluate experience and other appropriate factors demonstrating capability) (20 points).
- 4) Past Performance/Experience Information (CMAR Firm) (5 points).
- 5) Past Performance/Experience Information (Project Manager) (5)
- 6) Past Performance/Experience Information (Preconstruction Services Lead) (5)
- 7) Past Performance/Experience Information (Site Superintendent) (5)

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Total = 100 points.

**PRESENTATION (10 points):** Hidalgo County Commissioner's Court, at its sole discretion, may elect to request a presentation from participating firms that have scored at least 80 points in the 100-Evaluation System for up to 10 additional points in order to finalize the ranking of firms.

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

**SELECTION PROCEDURES:** The RFQ shall be submitted according to the schedule below. The respondents should be able to submit a Fee/Cost Proposal on short notice at a later time.

**RFQ Submission:** One (1) original and seven (7) copies of RFQs and two (2) CDs in PDF Format should be submitted to:

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

RFQs must be submitted by no later than 9:30 a.m. on Wednesday, January 11, 2017.

All costs and expenses associated with the preparation and submission of RFQs shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

RFQ/SOQ Scoring and Ranking:

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County Request for Qualifications.

B. After the SOQs have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking. However, as detailed in the Selection Criteria (Exhibit B item 6), at the sole discretion of Commissioner's Court, a presentation may be requested from the participating firms that have scored at least 80 points in order to complete and finalize the ranking of the firms.

Negotiation Process: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. The County Commissioner's Court will then enter into negotiations process with the top ranked firm for the purpose of reaching an agreement. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with this firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with this firm and will contact next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFQs.

# ATTACHMENT – A SUBMITTAL FORM

**COMPANY AND CONTACT INFORMATION**

Name of Proposer: \_\_\_\_\_  
 Address: \_\_\_\_\_

Contact Information – Individual that can contractually obligate the Proposer/Firm

Name	
Title	
Email	
Telephone	

Contact Information – Individual that can be contacted for clarification on this proposal

Name	
Title	
Email	
Telephone	

**SIGNATURE** This proposal must be signed by the person authorized to contractually obligate the Proposer/Firm

Printed Name	
Signature	
Date Signed	

**ADDENDA ACKNOWLEDGEMENT**

The Proposer acknowledges receipt of the following addenda, and has incorporated the requirements of such addenda into their proposal. Failure to identify and sign for all addenda may subject the Proposer to disqualification. The Proposer must list all addenda by number, then initial and date to confirm that you have received and incorporated them into your Proposal.  
*The Proposer may add more rows as necessary*

Number	Initials & Date	Number	Initials & Date	Number	Initials & Date

**CRITICAL TEAM MEMBERS**

Name of Project Manager\* \_\_\_\_\_  
 Name of Site Superintendent\* \_\_\_\_\_  
 Name of Pre-Construction Services Lead\* \_\_\_\_\_

*\*These individuals cannot be removed or replaced from this project or their positions for the duration of the contract,*

# ATTACHMENT-B

## VALUE ASSESSMENT PLAN

Do not list any names or information that can be used to identify the Proposer. Do not list any cost information. You may add/delete "Ideas/Descriptions", but do not exceed the page limit (front side of page only) identified in the RFQ/RFP. Please use the following format:

**Idea #** – Title of the Value Added Idea  
**Description** – A brief description of why the idea adds value to the client or service (what benefits or impacts the idea will bring in the short/long term). Do not make any reference to the proposed cost, but you may make reference to the potential impact to the cost and schedule in terms of estimated percentages.

### VALUE ADDED OPTIONS (1 Page Maximum)

**Idea 1:** \_\_\_\_\_  
**Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Idea 2:** \_\_\_\_\_  
**Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Idea 3:** \_\_\_\_\_  
**Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Idea 4:** \_\_\_\_\_  
**Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Idea 5:** \_\_\_\_\_  
**Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# ATTACHMENT C PAST PERFORMANCE SURVEY

The County has requested past performance information on proposers and their key personnel. The proposer / key personnel listed below have identified you as a client for which they have previously performed work for. We would appreciate you taking the time to complete this survey.

## PART A – PROPOSER / PERSONNEL REQUESTING CLIENT FEEDBACK

Name of the Proposer: \_\_\_\_\_  
 Name of Key Personnel: \_\_\_\_\_

## PART B – PROJECT BACKGROUND

Client Name: \_\_\_\_\_ Date Awarded: \_\_\_\_\_  
 Project Name: \_\_\_\_\_ Size of Project (\$): \_\_\_\_\_

## PART C – REFERENCE EVALUATION

Please rate your overall level of satisfaction on a scale of 1 to 10 (with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied). Consider all aspects of the proposer / key personnel performance, such as: ability to manage project cost and schedule, quality of workmanship, close out process, ability to communicate and document risks, and ability to follow the user's rules, regulations, and requirements.

CRITERIA	UNIT	RATING
Overall Customer Satisfaction	(1-10)	

Please identify the greatest risks/problems/challenges that were encountered on this Project:

Please provide any recommendations, or identify anything you would do differently:

\_\_\_\_\_  
 Printed Name of Evaluator                      Title                      Phone Number                      Signature

Thank you for your time and effort in assisting us in this important endeavor.  
 Please return the completed survey to: EMAIL ADDRESS OF PROPOSER: \_\_\_\_\_

**EXHIBIT B**

**SELECTION CRITERIA  
HIDALGO COUNTY  
REQUEST FOR QUALIFICATIONS**

**“CONSTRUCTION MANAGER AT RISK (CMAR)  
for PALMER PAVILION – LES GILMORE  
KITCHEN PROJECT”**

**RFQ# 2016-406-01-11-HGO**

## **EVALUATION CRITERIA**

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

### **RFQ Evaluation Criteria**

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

#### **1. Qualification Statement**

**(30)**

The firm should discuss 5 projects completed in the last 7 years that best represent firm's ability to successfully manage this project to completion, on time and in budget. As a minimum, for each project, provide a brief description, current client reference information (including names and contact information), date services performed, specific services your firm performed, size of the project, original scheduled completion date and actual completion date, the original GMP and the final cost of construction. All 5 projects must be Construction Management at Risk projects. If your firm has several branch offices, highlight the projects on the list managed by the office that will manage the Hidalgo County project and any members of your proposed team which were involved in any of the 5 projects. Describe in detail what methods and procedures your firm will use to perform the tasks listed below. The description should elaborate how you will function as a part of the Hidalgo County Project Team and include Hidalgo County in the CMR process.

1. Cost and Quality Control during the Design and Construction Phases.
2. Scope Optimization and Value Engineering
3. Constructability
4. Schedule Management during the Design and Construction Phases.
5. GMP Development(Scope Definitions, Bidding, Bid Openings, Scoping Sessions, Bid Evaluations & Sub Selection)
6. Change Management
7. Other Tasks Unique To Your Firm

#### **2. Risk Assessment Plan**

**(30)**

The Risk Assessment Plan should address risks that may impact the successful delivery of this project, considering all expectations as described in this RFP. The Proposer should list and prioritize major risk items that are unique and applicable to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the County. The Proposer should rely on and use their past experience and knowledge of completing similar projects to identify these potential risks.

#### **3. Value Assessment Plan**

**(20)**

The Purpose of the Value Assessment Plan is to provide Proposers with an opportunity to identify any value added options or ideas that may benefit the County, the project, or the service. If the Proposer can include more scope or service within the constraints of the County, the Proposer should provide an outline of potential value added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, project cost, goals, deliverables, methodologies, etc. The criteria on which the Value Assessment Plan will be evaluated is the capability of the Proposer to identify any value added options or ideas that may benefit the County and the project.

#### **4. Past Performance/Experience of Project Team (20)**

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

#### **5. Presentation (10 points).**

Commissioner's Court reserves the option to request a presentation from participating firms that have scored at least 80 points in the 100-Evaluation System for an additional (10) points in order to finalize the ranking.

During presentation, selected participating firms will be required to:

1. Demonstrate their familiarity with and knowledge of the project scope and limits, including existing features and constraints;
2. Offer any insights the firm may have regarding issues or problems that might be necessary to consider;
3. Suggest any innovative approaches to the planning and design process;
4. Suggest possible technical solutions to problems inherent in this project;
5. Define why the firm believes should be selected.

## Exhibit "B"

### RFQ EVALUATION FORM

SELECTION CRITERIA		RIF Range	RIF Max	TOTAL SCORE
1	Qualification Statement	25-30	30	
2	Risk Assessment Plan	25-30	30	
3	Value Assessment Plan	15-20	20	
4	Past Performance – CMAR Firm	1-5	5	
5	Past Performance – Project Manager	1-5	5	
6	Past Performance – Preconstruction Services Lead	1-5	5	
7	Past Performance – Site Superintendent	1-5	5	
<b>TOTAL</b>		<b>100%</b>		

<b><u>ADDITIONAL POINTS</u></b>	Commissioner's Court may elect to request a presentation from firms with at least 80 points in the Total Score for an additional 10 points to finalize ranking.		
6.	Presentation	05-10	10
<b>FINAL SCORING POINTS</b>			

COMMENTS:

Project Name: \_\_\_\_\_

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

Firm/Participant: \_\_\_\_\_

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

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

\* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project, and always totals 100%.

# EXHIBIT "C"

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

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

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

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

<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.	
INSURED		<b>INSURERS AFFORDING COVERAGE</b>	
		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

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

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

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

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

# Insurance Requirement Acknowledgment

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

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

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

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

## Notice to Proposer:

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

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

**THIS FORM MUST ACCOMPANY YOUR PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: \_\_\_\_\_

2. Bonds: \_\_\_\_\_

3. Certificates: \_\_\_\_\_

4. Permits: \_\_\_\_\_

5. Other: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

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

EXHIBIT "D"

CIQ

Conflict of Interest  
Questionnaire

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit "E"  
Vendor/Bidder  
Application and W9  
Forms



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

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

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

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

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

---

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

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

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

---

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

---

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

---

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																					
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### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding, or
  3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note.** ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

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

<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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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

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

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**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 this page), 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 SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

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

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

**Part II. Certification**

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

<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 2.

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

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

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, 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 (TIGTA) 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <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 Regulations section 1.671-4(b)(2)(i)(B))	The trust

**Privacy Act Notice**

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

<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.

Exhibit "F"  
Certification  
Regarding  
Debarment

**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.

**EXHIBIT "G"**  
**PROPOSER'S AFFIDAVIT**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING  
FOR "REAL ESTATE APPRAISERS POOL"**

STATE OF TEXAS  
COUNTY OF HIDALGO

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

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



**HIDALGO COUNTY PRECINCT No. 2**  
(Including all funding sources, programs, and entities)

**REQUEST FOR QUALIFICATIONS**  
“Construction Manager at Risk (CMAR) – Palmer Pavilion – Les Gilmore Kitchen Project”

**RFQ No.: 2016-406-01-11-HGO**

**RFQ SUBMITTAL CHECK LIST**

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

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

- ..... Page 9 of Legal Notice
- ..... Exhibit “C” - Insurance & Project Acknowledgement forms
- ..... Exhibit “D” - CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)
- ..... Exhibit “E” - Vendor Bidder Applications and IRS form W-9
- ..... Exhibit “F” - Certification Regarding Debarment
- ..... Exhibit “G” - Proposer’s Affidavit
- ..... SAMS.gov Registration - Acknowledgement [www.sam.gov](http://www.sam.gov)
- ..... One (1) Original, Seven (7) Copies of Proposal(s) and 2 CD’s in PDF format (see number 2 of Legal Notice).