

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-17-064-09-19

THIS CONTRACT is made and entered into this **19th** day of **September, 2017** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Pre-Paid Legal Services, Inc.** d/b/a **LegalShield** an Oklahoma Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Prepaid (POST TAX) Voluntary Legal Services for Hidalgo County Employees**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Company's Bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services described to the employees of Hidalgo County who qualify for same in accordance with Exhibit A-1. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications and Exhibit A-1 following a request for Services by a covered employee of Hidalgo County. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning, **September 19, 2017** and ending, **September 18, 2019** and may be extended at the sole discretion of County for an additional two (2) one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

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

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

written invoice submitted by Company.

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

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

9. To the extent any terms of this document conflict with any terms of any exhibit attached to this document the terms of this document shall control.

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

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

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

13. Any notice required or permitted to be given hereunder shall be in writing and

necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

20. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Company, and not otherwise.

WITNESS our hands in duplicate originals this _____ day of _____, 2017.

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:
PRE-PAID LEGAL SERVICES, INC.
d/b/a **LEGALSHIELD**

By: _____
Printed Name: Kathy Pinson
Title: Executive Vice President of Operations

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

Request for Bid (RFB) Procurement Packet

ADDENDUM NO. 1

July 12, 2017

Hidalgo County

“Prepaid (Post Tax) Voluntary Legal Services for Hidalgo County Employees”

BID NO.: 2017-064-07-19-YSS

PLEASE NOTE THE FOLLOWING AS A CLARIFICATION:

1. In LEGAL NOTICE, page 2, paragraph 2 it should read as follows:

One (1) original and four (4) copies of all RFP's are required.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, July 12, 2017, for RFB-HIDALGO COUNTY-“Prepaid-(Post Tax) Voluntary Legal Services for Hidalgo County Employees”.

Printed Bidder Name

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.



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

July 03, 2017

Re: **HIDALGO COUNTY**
Request for Proposals -"Prepaid (Post Tax) Voluntary Legal Services for Hidalgo
County Employees"
RFP No: 2017-064-07-19-YSS

Dear Gentleman/Ladies:

Enclosed please find a Request for Proposals (RFP) packet for your review and consideration, as **packets have been modified.**

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss
Enclosures



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

TABLE OF CONTENTS
REQUEST FOR PROPOSALS (RFP)
HIDALGO COUNTY

"Prepaid (Post Tax) Voluntary Legal Services for Hidalgo County Employees
RFP NO: 2017-064-07-19-YSS

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	9
3.	Exhibit A, Specifications	17
4.	Exhibit B, Evaluation Form	1
5.	Exhibit C, Insurance Requirements	4
6.	Exhibit D, (CIQ) Conflict of Interest Questionnaire	2
7.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
8.	Exhibit F, Certification Regarding Debarment	1
9.	Exhibit G, Title VI Appendices "A" through "E"	5
10.	Draft Contract	9
11.	RFB Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB 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

07-03-17

Date

RFP NO: 2017-064-07-19-YSS	BUYER III: Yvette Salinas	Tel. No: (956) 318-2626
----------------------------	---------------------------	-------------------------

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

“PREPAID (POST TAX) VOLUNTARY LEGAL SERVICES FOR HIDALGO COUNTY EMPLOYEES”

(All funding sources)

July 19, 2017 @ 9:30 a.m.

Contact Person:

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

(956) 318-2626

Form HCPD-04

Sealed proposals will be received for “**Hidalgo County– Prepaid (Post Tax) Voluntary Legal Services for Hidalgo County Employees**”, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2017-064-07-19-YSS -Hidalgo County-Prepaid (Post Tax) Voluntary Services for Hidalgo County Employees** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, July 19, 2017.**

NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFP NO: 2017-064-07-19-YSS-Hidalgo County-Prepaid (Post Tax) Voluntary Services for Hidalgo County Employees. Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

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

1. Legal Notice (See page 8);
 2. Bid Page-Procurement Form- Areas of Specialization (See **Exhibit “B”**);
 3. Insurance pages with Acknowledge Forms (See **Exhibit “C”**);
 4. Form CIQ- Conflict of Interest Questionnaire (See **Exhibit “D”**); (if applicable)
 5. Vendor Bidder Application & W-9 Forms (See **Exhibit “E”**);
 6. Certification Regarding Debarment (See **Exhibit “F”**) and
 7. SAMS.gov Registration Acknowledgement (See Number 18 below).
- 1) Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; C. Award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth. D. award the contract to the responsible bidder who submits the lowest and best bid. “Lowest and best” means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, lif cycle, warranties, and customer service after a sale.
 - 2) Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
 - 3) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing

conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

- 4) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.
- 5) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
- 6) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
- 7) Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
- 8) County reserves the right to accept or reject any or all proposals.
- 9) Costs are to be net F.O.B., County Prepaid.
- 10) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS FOR GOODS AND SERVICES: (If applicable)
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

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

19. TITLE VI NOTICE/ NONDISCRIMINATION

a. "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

b. The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances - Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G"**.

c. Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

20. ETHICAL STANDARDS:

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

20) DISCLOSURE OF CONFLICT OF INTEREST:

- Effective **January 1, 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 who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

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

21) 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 RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP Project No. (i.e. 2017-064), 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: yvette.salinas@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

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

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

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

23) Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24) Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
- 25) Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
- 26) Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
- 27) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. In the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
- 28) Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
- 29) Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
- 30) 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.
- 31) The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in

whole or in part, without the prior written consent of County.

- 32) Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
- 33) Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

HIDALGO COUNTY

“Prepaid (Post Tax) Voluntary Legal Services for Hidalgo County Hidalgo Employees”

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

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

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

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

Respectfully submitted,

FIRM: _____
ADDRESS: _____
BY: _____
PRINT NAME: _____
TITLE: _____

The County of Hidalgo is accepting proposals from qualified legal firms to provide legal and counseling services for Hidalgo County Employees on an "As Needed Basis". The qualified firm(s) must be prepared to devote sufficient time to the County to assure that the services offered provide the most benefit to the participant and would be on an employee voluntary payroll deduction participation.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "**PREPAID (POST TAX) VOLUNTARY LEGAL SERVICES**" as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, JULY 19, 2017. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO: 2017-064-07-19-YSS

US Postal Mail Address:

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

Physical Address:

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

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

The following outlines the Request For Proposals:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of:** 2802 So. Business Hwy 281, (Southeast Corner of Canton & Business Highway 281) Hidalgo County Administration Building, Edinburg, Texas, 78539, **US Postal Mail Address of:** at 2812 So. Business Hwy 281, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMIAL BY NO LATER THAN Monday, JULY 10, 2017, at 5:00 P.M. at yvette.salinas@co.hidalgo.tx.us or fax at (956) 318-2629. Responses will be sent to all applicants via email by **Thursday, July 12, 2017. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:

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

NON-COLLUSION:

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

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
RFP 2017-064-07-19-YSS

religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF BIDS:

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

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

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

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

SIGNING OF RFP:

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

WAIVING OF INFORMALITIES:

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

SUBCONTRACTING:

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

TERM OF CONTRACT:

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

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for proposals.

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

DAVIS BACON ACT: (IF APPLICABLE)

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

SECTION II RFP REQUIREMENTS

Request For Proposal:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and four (4) copies** of the RFP shall be submitted to the address on the cover letter.

Contents:

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

Understanding of the Project:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

The firms must be registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Must have a minimum of Five (5) years experience in legal services;
- At least Five (5) years experience in litigation on behalf of plaintiff;
- At least Five (5) years experience in the South Texas Courts;
- The firm/company must assign a minimum of one qualified account representative to service Hidalgo County;
- A Certificate of the representative's Errors and Omission insurance must be provided within 21 days from award and prior to execution of contract;
- The firm and representative(s) must be authorized by the State of Texas for sale and solicitation of Legal Services Benefit Plan;

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

REQUIRED CERTIFICATES AND SUBMITTAL:

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

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

SCOPE OF SERVICES

The information contained in these scope of services is confidential and is to be used only in connection with preparing a proposal for the following employee benefit plan. The contract will encompass all project-related legal services to the County of Hidalgo, including but not limited to, the following:

- Firm will evaluate and prosecute all claims;
- The selected firm will be expected to provide knowledgeable staff to explain the benefits to employees during an annual enrollment period;
- Hidalgo County will sponsor only one Legal Services Benefit Plan;
- Legal Services Benefit Plan should not include the use of the legal services by a participating employee to the detriment of Hidalgo County;
- Hidalgo County is to be provided with a master payroll deduction list by the 1st business day in December;
- Enrollment will take place once a year aligned with enrollment schedule of Employee Benefits.
- Firm will be notified within the months of October through December of various scheduled enrollment dates.
- Access to internet may not be available at various enrollment locations, firm will need to make their own accommodations.
- After enrollment is held, Hidalgo County Treasurer's Office will be provided with a master payroll deduction list (spreadsheet) including the names, addresses, social security numbers and the change(s) occurring (including addition(s)/deletion(s) or changes) no later than the 1st business day in December in order for services to be effective January 01 of following year.
- Employees may only drop services during open enrollment.
- New employees may only add services during open enrollment.

GENERAL REQUIREMENTS AND INSTRUCTIONS

- A. Information
1. The information contained in these specifications is confidential and is to be used only in connection with preparing a proposal for the following employee benefit plan: **“Pre-Paid Voluntary Legal Services Benefit Plan”**
 2. Hidalgo County reserves the right to accept or reject all or any part of the proposals, waive minor technicalities, and award the proposal to best serve the interest of Hidalgo County. Hidalgo County also reserves the right to waive or dispense with any of the formalities contained herein.

3. Proposals are to be submitted on the basis of the specifications contained herein. Alternate proposals will also be considered, provided they are clearly explained. All deviations from the specifications must be clearly identified and explained.
4. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an expressed or implied warranty.
5. No telephone or fax proposals will be accepted. Proposals may only be accepted if delivered by U.S. Postal Services, Federal Express, UPS, other courier services or personally delivered by proposer. The County of Hidalgo will not be responsible for missing, lost, or late mail. Any proposals received after the time set for opening will be returned to the proposer unopened upon proposer's request and expense.
6. Vendors are cordially invited to the proposals opening, but are not required to attend.
7. Can you provide a sample of company's agreement for services being requested? If yes, please include with your RFP response.

B. Legal

All parties submitting proposals are expected to comply with federal, state and local insurance laws and regulations relative to the preparation and submissions of insurance proposals, when applicable. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), Family Medical Leave Act (FMLA), Health Insurance Portability and Accountability Act (HIPAA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

C. Communication

1. Copies of all correspondence relevant to this assignment will be distributed to all interested participants.
2. **COMMUNICATION WITH COUNTY MEMBERS/EMPLOYEES:**
Firm/Company submitting proposals shall not discuss this RFP with Members of Commissioners Court and or employees of Hidalgo County, other than the assigned staff member(s) at the Purchasing Department.

IF DISCUSSION IS NECESSARY, YOUR COMPANY WILL BE NOTIFIED IN WRITING. FAILURE TO ABIDE BY THIS REQUIREMENT MAY RESULT IN AUTOMATIC DISQUALIFICATION.

D. Time Frame

1. The specifications will be available to interested parties on or after Monday, June 26, 2017 at the Hidalgo County Purchasing Department, Administration Bldg, 2812 S. Business Hwy. 281, Administration Building - Edinburg, Texas.
2. Proposals one (1) original and four (4) copies) must be delivered to Hidalgo County Purchasing Department, 2812 S. Business Hwy. 281, Administration Building, Edinburg, Texas 78539, no later than Wednesday, July 19, 2017 by 9:30 a.m.
3. The proposal will be opened in public at 9:30 a.m., Wednesday, July 19, 2017 at the Hidalgo County Purchasing Departments' Conference Room, 2812 S. Business Hwy. 281, Administration Building, Edinburg, Texas 78539. The proposal shall be opened in a manner to avoid disclosure of contents to competing vendors and the contents shall be kept secret during the process of proposal negotiations.

E. Proposals

1. Proposals must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. Exceptions to or deviations from the specifications **must** be explicitly identified.
2. Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications.
3. Request for interpretation of the specifications will be provided by:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
2812 S. Business Hwy. 281, Administration Building
Edinburg, Texas 78539
(956) 318-2626 (Phone)
(956) 318-2629 (Fax)

All such responses will be made in writing. Oral explanations will not be binding.

4. The amount of commission and service work to be provided by the representative is to be included as part of the submitted proposal.
5. The contents of the proposals shall be kept confidential during the process of negotiations. After the agreement is awarded, all proposals will be available for public inspection.

F. Disqualification and Rejection of Proposals

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the servicing criteria as set forth in the specifications, may result in disqualification. It is not intended that exceptions to the specifications will, in and of themselves, result in disqualification.

G. Selection of Vendor

Hidalgo County reserves the right to reject any or all of the proposals, in whole or in part; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the County. The County reserves the right to request a Best and Final

Offer(s) from one or more vendor(s). Hidalgo County Commissioners' Court will make the final decision of agreement award. **AGREEMENT WILL BE SUBJECT TO FINAL NEGOTIATION AND CONTRACT DELIVERY.**

H. Terms of Agreement

Hidalgo County is seeking an agreement for a primary term of two (2) years with the option to renew the agreement for two (2) additional one (1) year terms.

Hidalgo County reserves the right to terminate the agreement at the expiration of the budget period, during the term of the agreement or at the end of the anniversary date on a thirty (30) day notice. The agreement will be for current revenues only. The agreement will be for the current revenues only in accordance with Local Government Section 271.903 to terminate the agreement.

Hidalgo County reserves the right to terminate the agreement at any time for any or no reason. **If termination of agreement is necessary, NO termination penalties will be imposed.**

I. Qualification of Companies

Company shall comply with all applicable laws and requirements of the State of Texas.

J. Representatives Minimum Qualifications

All representatives submitting proposals must meet the following minimum qualifications:

- The representative must have insurance for errors and omissions liability with a limit of \$1 million per occurrence.
- The representative must have been in the legal services contract business for at least five (5) years.
- The company must assign a minimum of one qualified account representative to service Hidalgo County. A certificate of the representative's E & O insurance must be provided within ten (10) days from date of award and prior to execution of contract.

K. Copies of Contracts

It is required that a complete specimen contract (including all forms, endorsements, exclusions and policy jackets) and appropriate contractual documents be furnished with proposal.

L. Authorized Signature

All proposal forms must be signed by persons who have legal authority to bind the company and administrator to the services that are proposed.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee based on the scope of services/work requested.

RFP SUBMITTED TO: One (1) original and four (4) copies of RFPs should be submitted to:

US Postal Mail Address:

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

Physical Address:

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

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

BACKGROUND INFORMATION AND RFP ASSUMPTIONS

1. Eligible employees:

Number	Description
3800	Employees
2. A Pre-Paid Voluntary Legal Services Benefit Plan is being considered by Hidalgo County.
3. Hidalgo County will sponsor only one Pre-Paid Voluntary Legal Services Benefit Plan.
4. The selected provider will be expected to provide knowledgeable staff to explain the benefits to employees during an annual enrollment period.
5. Hidalgo County is to be provided with a master payroll deduction list.
6. Will be at no cost to Hidalgo County but to the participating employee for the Pre-Paid (Post Tax) Voluntary Legal Services by voluntary payroll deduction.
7. Pre-Paid Voluntary Legal Services Benefit Plan should not include the use of the legal services by a participating employee to the detriment of Hidalgo County.
8. The Company and representative(s) must be authorized by the State of Texas for sale and solicitation of Legal Services Benefit Plans.

**HOLD HARMLESS AGREEMENT
VOLUNTARY PAYROLL DEDUCTION**

Hidalgo County requests that the Voluntary Deduction Company (the Company) execute a Hold Harmless Agreement that will include the following provisions:

1. The Company, its agents and representatives shall comply with all pertinent written directives and reasonable request of Hidalgo County regarding the solicitation of employees and at the purchase of Voluntary Payroll Deduction of Pre-Paid Voluntary Legal Services Contracts.
2. The Company shall indemnify and hold harmless Hidalgo County's employees, from every claim and demand, excluding those based upon negligence or act of Hidalgo County's employees, which may be made by reason of the negligence of the Company or its officers, directors, employees, agents or representatives resulting in the purchase of Voluntary Deduction of Pre-Paid Voluntary Legal Services Contracts by the County through the Company.
3. The Company, at its own expense, shall defend any legal proceedings that may be brought against Hidalgo County, employees, regarding any claim or demand for which the Company is required hereunder to indemnify the County, its employees shall satisfy any judgement that may be rendered against any of them by reason of the purchase of Voluntary Payroll Deduction of Legal Services Contracts by Hidalgo County through the Company. Hidalgo County shall promptly notify the Company by Registered or Certified Mail upon the receipt of any such claim or demand.
4. Hidalgo County reserves the right, upon thirty (30) days written notice by Hidalgo County to firm, by Registered or Certified Mail, to terminate this Agreement but such termination shall in no manner affect any liability of the Company incurred prior to such termination.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. Provide sufficient proof of financial stability to ensure continued service throughout the contract term. **25 points**
2. Cost: Provide the required turnkey system(s) at a reasonable cost. **20 Points**
3. Experience and knowledge necessary to provide the appropriate systems and perform all the required services. **20 Points**

4. Have the personnel level and equipment necessary to provide immediate service and ensure minimal "down" time. **20 Points**

5. Provide sufficient professional background (references) indicative of outstanding, or exceptional Systems' performance in city, county and other entities in the area.

15 Points

Total 100 Points

B. RANKING OF PROPOSALS:

At the sole discretion of Hidalgo County Commissioners' Court: (a) score/evaluate themselves and/or (b) may appoint or designate a Committee to score and evaluate the written RFPs. Firms may be asked to provide additional information for clarification purposes based on the information provided within the Proposal response. Thereafter, Hidalgo County Commissioners' Court will finalize the evaluation and rank the respondents based upon their presentations to the Court.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

HIDALGO COUNTY
Pre-Paid (Post Tax) Voluntary Legal Services Benefit Plan
Request for Proposal No. 2017-064-07-19-YSS

QUESTIONNAIRE

Describe organization submitting proposal:

1. Company Name:
 - a. Number of years in the Legal Services Benefit Plan business:
 - b. Number of counties serviced with Legal Services Benefits Plans:
 - c. Contact Person:
 - d. Telephone Number:

1. Name of Representative:
 - a. Address:
 - b. Telephone Number:
 - c. Number of years in the Legal Services Benefit Plan Business:
 - d. Number of years representing Legal Services Benefit Plans:
 - e. Number of counties serviced with Legal Services Benefit Plans:
 - f. Relationship with company (length of time, number of groups, amount of premium)

3. What is your agency estimated premium volume for Legal Services Benefit Plans with Counties?

4. What is current A.M. Best rating of your Company and financial size category, if any?

5. Provide three (3) Texas client references (preferably counties) where the proposed product is enrolled.

Name of Client	Contact Person	Telephone Number	No. of Employees

6. Please attach rates for Individual and Family Coverage for all proposed plans. For what period of time are quoted rates guaranteed?

7. Is a longer rate guarantee available? Yes No
If so, please describe:

8. Please provide commission structure included in your quoted rates:

9. Will a "Hold Harmless Agreement" with provision comparable to those presented in the RFP Specifications be executed? Yes No

10. Will a Group Contract be issued to Hidalgo County? Yes No

11. Is the product Portable? Yes No

12. If so, at the same group rate?
Is the product Cafeteria Plan Eligible? Yes No
If not, please explain:

13. Number of Affiliated Attorneys & coverage areas: _____

14. Is access to services available outside listed coverage areas? Yes No

15. May the participant choose the attorney without a reduction in benefits? Yes No

16. Is Direct Access to an attorney available? Yes No

If No, please describe "Gatekeeper" procedure:

17. Are costs such as filing fees, recording costs, depositions, fines, and court costs included as a covered benefit? Yes No

18. Please list all benefits covered in full:

19. Please list all benefits covered at a discount and the discounted rate:

20. Please list the rate per hour and any caps for benefits not specifically covered by the plan.

21. Please list all plan exclusions and waiting periods:

22. Please describe claim filing process and turnaround time:

23. Will Hidalgo County be provided with utilization or other reports on a scheduled basis?

Yes No

24. Please describe billing procedures:

25. Please state any variations to RFP Assumptions or Qualifications in your proposal:

26. Describe initial enrollment procedures. (Include sample of education material):

REPRESENTATIVE'S STATEMENT

I certify that all specified coverage will be provided except as indicated on the attached explanation. If needed, please add separate sheet(s) to explain reasons why your proposal differs from criteria outlined in the specifications. Also, specifically state which of the optional coverage provision are not included.

The coverage's quoted and insurance companies providing coverage are the following:

COVERAGES/SERVICES
RFP 2017-064-07-19-YSS

COMPANY

ANTI-COLLUSION CERTIFICATION

By submission of this proposal, the Proposer certifies that:

1. This proposal has been independently arrived at without collusion with any other Proposer or with any competitor;
2. This proposal has not been knowingly disclosed and will not knowingly disclosed, prior to the opening of proposal for this project, to any other proposer competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
4. The person signing this proposal certifies that he/she has been fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the proposer as well as to the person signing in its behalf.

Company Name

Authorized Signature

Address

Type Signatory's Name and Title

City, State, Zip Code

Telephone Number

Representative's Name

Fax Number

Representative's Address

Cell Phone Number



EXHIBIT B
SOQ's EVALUATION FORM

Selection Criteria

Range Points

Score

1. Provide sufficient proof of financial stability to ensure continued service throughout the contract term.

Comments/Rationale for Points:

25 Points

2. Cost: Provide the required turnkey system(s) at a reasonable cost.

Comments/Rationale for Points:

20 Points

3. Experience and knowledge necessary to provide the appropriate systems and perform all the required services.

Comments/Rationale for Points:

20 Points

4. Have the personnel level and equipment necessary to provide immediate service and ensure minimal "down" time.

Comments/Rationale for Points:

20 Points

5. Provide sufficient professional background (references) indicative of outstanding, or exceptional, systems' performance in city, county and other entities in the area.

Comments/Rationale for Points:

15 Points

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

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

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

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

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

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

COVERAGES

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

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

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

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

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

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

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

Authorized Representative

Date

Notice to Proposer:

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

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

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE
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.

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) ▶ _____ <i>Note.</i> 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.)
6 City, state, and ZIP code
7 List account number(s) here (optional)
Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>				
or				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table>				

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.

Sign Here	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.

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. JTIN 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)(ii). 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.

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² 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)(87)

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on 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.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
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 ¹
9. Corporation or LLO 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

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "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.

⁴ 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. 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@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

**Certification
Regarding Debarment, Suspension and Ineligibility**

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

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

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

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

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).



HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR BIDS
“Prepaid (Post Tax) Voluntary Legal Services for Hidalgo County Employees”

RFB No.: 2016-064-07-12-YSS

RFB SUBMITTAL CHECK LIST

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

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

- _____ Page 8 of Legal Notice
- _____ Exhibit “B” –Bid Page
- _____ Exhibit “C” -Acknowledgement forms
- _____ Exhibit “D-” -CIQ Form -Copy of County Clerk File Recording fee receipt.
- _____ Exhibit “E” –Vendor bidder applications and IRS form W-9
- _____ Exhibit “F” Certification Regarding Debarment
- _____ Exhibit “G” Title VI Appendices “A” through “E”
- _____ Exhibit “H” Proposer Affidavit (if and when applicable)
- _____ Exhibit “I” System for Award Management SAM.gov Registration Acknowledgement @ www.sam.gov

EXHIBIT A-1



1. Employer. [Hidalgo County] (the "Employer") enters this agreement ("Agreement" or "Plan") with Pre-Paid Legal Services, Inc. ("LegalShield" or "Company") for legal Services to be offered to its employees as an employee benefit.
2. Term of Agreement. This Agreement is effective on [January 1, 2018] and is for [4] year(s). This Agreement will automatically renew each year. If either party does not want the Agreement to renew then either party shall give the other party at least one hundred and twenty (120) days prior written notice.
3. Eligibility and Enrollment. All full time and part time employees working twenty (20) plus hours a week are eligible to enroll. Employees may enroll in the group legal plan annually during the Employer's open enrollment. The Employee ("Member") must enroll for a period of one year.
4. Payment. The rate for the group legal plan is [\$18.50] per month per Employee. Payment will include Services for the Employee ("Member"), the Member's spouse and dependents. Each month, the Employer will provide the Company with a Member file list and payment for each Member.
5. Indemnity. Each party agrees to indemnify the other party and their affiliated companies from any and all claims, losses, damages and causes of action. This includes, with no limits, all expenses, costs, and attorney fees that may occur as a result of the other party's failure to meet the provisions of the Agreement or from any negligent acts or omissions of the party.
6. Members shall include:
 - a. The Member ("Employee").
 - b. The Member's spouse.
 - c. Never married dependent children of the Member, or Member's spouse, under 26 years of age who are permanent residents of the Member's household or full time students.
 - d. Children under 18 years of age for whom the Member, or the Member's spouse, is the legal guardian.
 - e. Any dependent child, regardless of age, who is physically disabled or mentally incapacitated resulting in an inability to make legally binding decisions and is:
 1. Unable to be employed;
 2. 51% or more financially dependent upon the Member or Member's spouse;
 3. Lives at home with the Member or Member's spouse. Proof may be required by the Company or the Provider Law Firm before any legal Services may be given.
 - f. A dependent is the natural or adopted child of the Member or Member's spouse.

**OFFERED BY:
PRE-PAID LEGAL SERVICES, INC.
ONE PRE-PAID WAY - P.O. BOX 145
ADA, OKLAHOMA 74820
1-800-654-7757**

7. General Exclusions:
- a. Any Services for matters against the Employer, Company, or Provider Law Firm are not part of this Plan.
 - b. Services deemed by the attorney to lack merit, or violate any ethics rules are not part of this Plan.
 - c. Services outside the United States are not part of this Plan.
 - d. Any matter involving any Member which arises due to business matters or interests (regardless of the form of the entity) are not part of this Plan. These matters include:
 1. Ownership, management, or association with a business, partnership, corporate entity, or trust.
 2. Any income producing property or venture no matter the nature, full time or part time.
 - e. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds and out of pocket expenses are not part of this Plan.
 - f. Any person who is a party in a lawsuit against the Company or is named as a defendant in a lawsuit by the Company shall not receive Services during the lawsuit.
 - g. Any matters which are covered by any insurance policy are not part of this Plan.
 - h. Services related to patent, trademark or copyright matters are not part of this Plan.
 - i. Any Services where, in the Provider Law Firm's Professional Judgment, the requested Service is unnecessary or unwarranted for adequate advice, or would be in violation of any ethics laws, or frivolous, or with no merit are not part of this Plan.
 - j. Native American legal issues are not part of this Plan. Such issues include any legal matters relating to Indian Tribes, Native American citizens, and tribal governments. This excludes legal issues before federal, tribal and/or state courts, administrative bodies, arbitration panels or arbitrators, tribunals and/or hearing panels, judges, or officers.
8. The 25% Discount may be used for any Services but those listed in the General Exclusions.
9. Civil Trial Defense. In addition to the General Exclusions above, the below items are not part of any civil trial defense.
- a. The 25% Discount may be used for Pre-Existing Conditions. Pre-Existing Conditions are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even if the lawsuit was filed after such Effective Date.
 - b. The 25% Discount may be used for class actions, amicus curiae filings, or interventions.
 - c. The 25% Discount may be used for any claim, defense, or legal position the Provider Law Firm deems is not likely to prevail in court or lacks merit.
 - d. The 25% Discount may be used for any attachment, collection, appeal, or any other post judgment relief action.
 - e. The 25% Discount may be used for any counter claims where the Member starts a lawsuit.
 - f. The 25% Discount may be used for these Services; any matter where a Member is acting on behalf of, or representing another party (for example: executor, administrator, guardian, or trustee).
 - g. The 25% Discount may be used for any matters in which the Member is a plaintiff or claimant.

10. Service Plan. The Company will provide the Services described in this Agreement (“Plan”) to enrolled Employees in return for the Plan Member’s membership fee.
11. No change in the Plan shall be valid until approved by an officer of the Company and endorsed on or attached to the Agreement. No agent can change the Agreement or Plan or waive any of its provisions. A 30-day notice will be given should there be any change in this Plan.

LEGAL SERVICES PLAN

ADVICE AND CONSULTATION SERVICES

Phone Consultation.

Members may have toll-free phone consultations on any personal legal subject matter.

Members may receive legal research if the legal matter cannot be fully addressed during the phone consultation.

Office Visits.

Office visits are subject to an appointment with the Provider Law Firm to discuss a personal legal matter. There are no limits on the number of times per year a Member may use this Service. This Service is not meant to provide the Member with continuing access to the Provider Law Firm to undertake his or her own representation.

Demand Letter or Phone Call.

A phone call or a letter to a third party may be made by the Provider Law Firm, subject to its Professional Judgment. Such phone call or letter may be made when it would further assist the Member’s personal legal matter.

24/7 Emergency Access.

Members may have toll-free phone access to the Provider Law Firm on a 24-hour per day basis for covered emergencies. These emergencies include when being:

1. detained by law enforcement;
2. seriously injured in an accident; or
3. served with a search warrant.

Members must call this emergency number at 1-877-825-3797 to speak with the Provider Law Firm. Phone access is subject to conditions set by the detaining or questioning authority, which may keep the Provider Law Firm from speaking with the Member. Not all calls will be put through to the Provider Law Firm. Emergency Access cannot assist in making, posting, or obtaining bond, bail, or other security required for release.

DOCUMENT SERVICES

Document Review.

The Provider Law Firm will provide legal review of a Members’ personal legal document. Then the Provider Law Firm will consult the Members on any areas of concern, and the legal implications of those provisions. The law firm will provide, when needed, edits or revisions to the document. This

Service does not include preparation of a document to be used by the Members for use in court proceedings or lawsuits in which the Member is representing his or her self. This Service will not cover review of documents prepared by another attorney currently representing the Member.

Affidavits.

The Provider Law Firm will advise, prepare and review documents for an affidavit. The Member must be the affiant. The 25% Discount may be used for responsive affidavits.

FAMILY & DOMESTIC RELATED SERVICES

Name Change.

The Provider Law Firm will advise, prepare documents, and review a name change for the Members in their state of residence. When needed, this Service includes the preparation for and attendance at the initial hearing to obtain the name change. Preparation of any required publication notice and any governmental documentation such as fingerprints and criminal history checks are not part of this Service.

Adoption.

The Provider Law Firm will prepare and review documents, advise, and attend the hearing for an adoption in the Member's state of residence. The adoption must be a domestic adoption in the United States. The adoptee must be a person under the age of 18. Preparation of any required publication notice or any governmental document such as fingerprints and criminal history checks are not part of this Service.

Guardianship / Conservatorship.

The Provider Law Firm will advise, prepare and review documents for the creation of a new guardianship or conservatorship over a person or estate. The named guardian or conservator must be the Member or Member's spouse. This Service includes representation in guardianship proceedings. The 25% Discount may be used for an ongoing accounting or termination of guardianship.

Juvenile Matters.

The Provider Law Firm will prepare and review documents, advise, and represent a Member or a dependent child in any juvenile court matter, provided there is no conflict of interest between the Member and the dependent child. In the event of a conflict, this Service provides an attorney for the Member only including Services for parental responsibility. Matters in which a juvenile is charged as an adult are not part of this Service.

Protection from Domestic Violence.

When Members are seeking to be protected by a victim protection order the Provider Law Firm will prepare and review documents, advise, and represent him or her in court.

Incompetency Defense.

The Member or Member's spouse will receive document preparation and review, advice, and court representation when he or she is subject to a civil competency determination.

Elder Care Issues.

The Provider Law Firm will advise and review documents for a Member with respect to the Member's liability for their parent's elder care issues (including Medicare, Medicaid, prescription plans, nursing home agreements, Power of Attorney, Living Wills, and Wills). Preparation of documents are not part of this Service. The parent of the Member is not covered.

Immigration Assistance.

Members who need immigration assistance may call the Provider Law Firm for advice and document review. Document preparation and court representation are not part of this Service.

Prenuptial Agreements.

The Provider Law Firm will advise, prepare and review documents when the Member needs a prenuptial agreement.

Identity Theft.

The Provider Law Firm will advise, prepare and review documents related to the identity theft of any Member.

HOME SERVICES

Mortgage Document Services.

The Provider Law Firm will advise, prepare, and review documents for any residential mortgage documents of the Member or Member's spouse for their primary or secondary home. They must be the mortgagor, debtor, or buyer. Mortgage Document Services include representation of the Member or Member's spouse at a real estate closing when an attorney is required by law in the jurisdiction to attend a closing. The 25% Discount may be used for review of an abstract, preliminary title reports or preparation of a title opinion.

Deeds.

When the Member or Member's spouse is purchasing or selling a primary or secondary home the Provider Law Firm will advise, prepare and review documents related to real property deeds.

Boundary or Title Disputes.

The Provider Law Firm will prepare and review documents, advise, and represent the Member or Member's Spouse when he or she is a defendant in a boundary or title dispute. This Service includes Eminent Domain.

Eviction and Tenant Problems.

The Provider Law Firm will prepare and review documents, advise, and represent any Member, 18 years of age or older, who is the tenant with eviction or tenant problems. This includes security deposits and property damage claims. The Member must be the defendant.

Home Equity Loan.

The Provider Law Firm will advise and review the documents of a home equity loan for a Member or Member's spouse. This Service is for their primary or secondary home. The Member or Member's spouse must be the debtor.

Property Tax Assessments.

The Provider Law Firm will prepare and review documents, advise, and represent the Member or

Member's spouse in a legal proceeding about property tax assessments and property valuations.

Refinancing of Home.

When the Member or Member's spouse refinances their primary home the Provider Law Firm will advise and review the documents.

Zoning Applications.

The Provider Law Firm will prepare and review documents, advise, and represent the Member or Member's spouse before a zoning authority to help in a personal zoning application for a primary residence. Applications or issues for business assets or property are not part of this Service.

Foreclosure

The Provider Law Firm will prepare and review documents, advise, and represent the Member or Member's spouse in a court proceeding for foreclosure of their primary or secondary home. The Member or Member's spouse must be the defendant.

Repossession.

The Provider Law Firm will prepare and review documents, advise, and represent any Member in a legal proceeding for repossession of personal property. A Member must be the defendant.

Garnishment.

The Provider Law Firm will advise, prepare and review documents for the Member or Member's spouse for a wage or earnings garnishment. The Member or Member's spouse must be the defendant.

FINANCE

Bankruptcy.

The Provider Law Firm will prepare and review documents, advise, and represent the Member or Member's spouse in court for a Personal Chapter 7 or Chapter 13 bankruptcy. The Member or Member's spouse must be the debtor.

Promissory Notes.

The Provider Law Firm will advise, prepare and review documents related to promissory notes for any Member.

Consumer Protection.

The Provider Law Firm will prepare and review documents, advise, and represent the Member or Member's spouse in court for consumer issues. These issues include personal property matters. The Member or Member's spouse must be a defendant. This Service does not include representation for collection activities after a judgment, any post judgment actions, execution of judgment, or appeals.

WILL AND ESTATE PLANNING SERVICES

Last Will and Testament or Codicils.

A Last Will and Testament or Codicil prepared for any Members who are at least 18 years old. Any other provisions in the Will or Codicil regarding planning for estate taxes are not included. These Services do not include the distribution for any assets outside of the United States.

Living Will or Physician's Directive.

A Directive to Physician or Living Will, which conforms to state law, may be prepared for any Members who are at least 18 years old.

Trusts.

The Provider Law Firm will advise, prepare and review documents of a trust in which the Member or Member's spouse is the settlor. This Service does not include tax advice, financial planning, or estate tax planning.

Health Care Power of Attorney.

A Health Care Power of Attorney, which conforms to state law, may be prepared for any Members who are at least 18 years old.

Probate.

The Provider Law Firm will advise and review documents for a probate of a Last Will and Testament. The Member must be the named executor. This Service does not include document preparation or representation in court.

MOTOR VEHICLE SERVICES

Moving Traffic Violations.

The Provider Law Firm will advise, negotiate, review documents, and represent the Member in court for moving traffic violations. Those violations that result in felony charges, DUI, or related charges are not included in this Plan.

Suspended Driver's License Assistance.

When the Member is denied a driver's license or a driver's license has been cancelled, suspended, or revoked by the issuing authority the Provider Law Firm will advise and represent the Member. In this situation, a right to appeal must be provided by statute. Pre-existing matters are not part of this Plan.

The Provider Law Firm will assist when the Member needs legal assistance to reinstate or maintain a driver's license due to job related matters or medical reasons.

Motor Vehicle Property Damage.

The Provider Law Firm will assist up to, but not including, the filing of a lawsuit to collect all property damage claims. These Services are for property damage incurred due to a vehicle, owned by the Member, being struck by any motor vehicle. Pre-existing matters are not part of this Plan.

Motor Vehicle Services Exclusions:

1. The Member may use the 25% Discount for any matter in which it is alleged that he or she is under the influence of or impaired from using alcohol, intoxicants, medicines whether prescribed or not, controlled substances, or chemicals.
2. The 25% Discount may be used for any matter where, in the Professional Judgment of the Provider Law Firm, a claim, defense, or legal position is not likely to prevail in court. This includes matters that are frivolous, groundless, or with no merit.
3. Any matter while driving a Commercial Vehicle is not part of this Service. A Commercial Vehicle is defined as a motor vehicle being driven by Members for commercial or income producing purposes.
4. Except as listed above, the 25% Discount may be used for any matter related to criminal

- charges, hit-and-run related charges, leaving the scene of an accident, or similar charges.
5. The 25% Discount may be used for any matter related to charges that a Member is driving without a valid driver's license or statutorily required insurance.
 6. The 25% Discount may be used for defense of the Member on any criminal charge for manslaughter, involuntary manslaughter, negligent homicide, or vehicular homicide, arising from the allowed use of a Licensed Motor Vehicle.
 7. The 25% Discount may be used for any appeal, ongoing hearings, experts, or other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review.

IRS AUDIT AND COLLECTION SERVICES

The Provider Law Firm will advise and represent the Member or Member's spouse when notified in writing by the Internal Revenue Service (the "IRS"), state, or local taxing authorities of an audit, investigation, or exam of his or her tax return. These Services include written request to appear at the offices of the IRS, state, or local taxing authorities about his or her tax return. Garnishments, attachments, appeals, or any other post judgment relief actions are not covered. Trust returns, business or corporate tax returns, payroll and related returns are not covered. Charges of tax fraud or income tax evasion are not covered. This Service does not include prosecuting a claim for the return of overpaid taxes or the preparing of any tax returns. These Services begin with a tax return due in the same year as the Effective Date.

ADDITIONAL DISCOUNT SERVICES

25% Discount.

For all personal legal matters that are not fully covered by this Plan, the Members will have the right to Services at a 25% discount of the standard hourly rate. This does not apply to contingency fee matters or flat fee arrangements, which may be negotiated at a separate rate with the Provider Law Firm.

GENERAL PROVISIONS OF SERVICE PLAN

All Services are a part of and are subject to the General Provisions of this Plan.

- A. **Provision of Services, Attorneys, and Location of Services:** Services will be provided by attorneys designated by the Company, who are licensed, practicing attorneys (referred to as the Provider Law Firm or Provider Attorney). All initial requests for Services must be directed through the Provider Law Firm in the Member's state of residence. For legal matters that arise within the United States and outside the Member's state of residence, the Provider Law Firm may assign an attorney who is licensed in that jurisdiction. Should the Member move to another state, they should notify the Company. Their Provider Law Firm will switch to their new state of residence after they notify the Company. All Services except for 24/7 Emergency Access will be accessed during business hours, Monday to Friday, 8:30 a.m. to 5 p.m., except on holidays. The Member may not require a letter be sent or a phone call be made, any Service be performed, or any pleading, position, or issue be presented by the Provider Law Firm. The Provider Law Firm retains the right to make all final decisions about the Services.
- B. **Member shall include:**
 1. The Member ("Employee").

2. The Member's spouse.
3. Never married dependent children of the Member, or Member's spouse, under 26 years of age who are permanent residents of the Member's household or full time students.
4. Children under 18 years of age for whom the Member, or the Member's spouse, is the legal guardian.
5. Any dependent child, regardless of age, who is physically disabled or mentally incapacitated resulting in an inability to make legally binding decisions and is:
 - a. Unable to be employed;
 - b. 51% or more financially dependent upon the Member or Member's spouse;
 - c. Lives at home with the Member or Member's spouse. Proof may be required by the Company or the Provider Law Firm before any legal Services may be given.
6. A dependent is the natural or adopted child of the Member, or Member's spouse.

C. General Exclusions:

1. Any Services for matters against the Employer, Company, or Provider Law Firm are not part of this Plan.
2. Services deemed by the attorney to lack merit, or violate any ethics rules are not part of this Plan.
3. Services outside the United States are not part of this Plan.
4. Any matter involving any Member which arises due to business matters or interests (regardless of the form of the entity), are not part of this Plan. These matters include:
 - a. Ownership, management, or association with a business, partnership, corporate entity, or trust.
 - b. Any income producing property or venture no matter the nature, full time or part time.
5. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds and out of pocket expenses are not part of this Plan.
6. Any person who is a party in a lawsuit against the Company or is named as a defendant in a lawsuit by the Company shall not receive Services during the lawsuit.
7. Any matters which are covered by any insurance policy are not part of this Plan.
8. Services related to patent, trademark or copyright matters are not part of this Plan.
9. Any Services where, in the Provider Law Firm's Professional Judgment, the requested Service is unnecessary or unwarranted for adequate advice, would be in violation of any ethics laws, or frivolous or without merit are not part of this Plan.
10. Native American legal issues are not part of this Plan. Such issues include any legal matters relating to Indian Tribes, Native American citizens, and tribal governments. This excludes legal issues before federal, tribal and/or state courts, administrative bodies, arbitration panels or arbitrators, tribunals and/or hearing panels, judges, or officers.

D. Discount: The 25% Discount may be used for any Service but those listed in the General Exclusions.

E. Civil Trial Defense Exclusions: In addition to the General Exclusions above, the below items are not part of any civil trial defense.

1. The 25% Discount may be used for Pre-Existing Conditions. Pre-existing Conditions are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even if the lawsuit was filed after such Effective Date.
2. The 25% Discount may be used for class actions, amicus curiae filings, or interventions.
3. The 25% Discount may be used for any claim, defense, or legal position the Provider Law Firm deems is not likely to prevail in court or lacks merit.

4. The 25% Discount may be used for any attachment, collection, appeal, or any other post judgment relief action.
5. The 25% Discount may be used for any counter claims where the Member starts a lawsuit.
6. The 25% Discount may be used for these Services; any matter where a Member is acting on behalf of, or representing another party (for example: executor, administrator, guardian, or trustee).
7. The 25% Discount may be used for any matters in which the Member is a plaintiff or claimant.

F. **Plan:** Any reference to the "Plan" refers to this legal service plan between the Company and the Member.

G. **Licensed Motor Vehicle:** A vehicle, except a Commercial Vehicle, which is properly licensed, insured, registered, inspected and with properly working equipment.

H. **Documents:** The Provider Law Firm may require the Member to submit any documents and written authorizations as it may deem necessary or appropriate prior to rendering any legal services called for pursuant to the Plan.

I. **Availability of Services:** For any matter between the Member and Member's spouse or dependents, only the Member may use the Services. Members may use the Services outlined in this Plan only to the extent such Services are available and permitted by the laws of the state having jurisdiction over the legal matter.

J. **Entire Agreement:** This Plan and the application of the Member shall constitute the entire agreement between the parties. All statements, in the absence of fraud, made by the applicant for this Plan shall be deemed representations and not warranties and no such statements shall void the coverage or reduce services hereunder after the Plan has been in force for two years after its Effective Date, unless such statement is in a written application attached to this Plan and a statement is material to the risk assumed by the Company.

K. **The Company:** Any reference to the "Company" in this Plan shall refer collectively to Pre-Paid Legal Services, Inc., dba LegalShield.

L. **Provider Law Firm:** The Provider Law Firm is an attorney or law firm who has contracted with the Company to provide the Services described in this Plan in the Member's primary state of residence. This does not require all Services under the Plan be performed by the Provider Law Firm as the Provider Law Firm or the Company under certain circumstances, may refer matters to a referral attorney (a "Referral Attorney"). Referral Attorney and Provider Attorney may be collectively referred to in this Plan as the Provider Law Firm. Information as to how legal services may be obtained are available by calling your Provider Law Firm at 1-800-458-6982, by writing the Company at P.O. Box 145 Asa, OK 74821-0145, or by calling the Company at 1-800-654-7757.

M. **Geographical Area of Coverage:** This legal Services Plan may only be used in the United States. This Plan does not include U.S. Territories.

N. **Effective Date:** The Effective Date of the Plan is the date on which the Employer enrolls the Member and the membership fee has been paid.

O. **Attorney-Client Contract and Representation:** All Services which may require payment of any anticipated cost or payment of a retainer to the Provider Law Firm to cover reasonable anticipated legal services not covered by the Plan, shall be subject to the terms of an Attorney-Client Contract. This Attorney-Client Contract is to be agreed upon by the Member and the Provider Law Firm prior to the time Services are rendered. All determinations of retainers and anticipated costs to be incurred shall be the sole discretion of the Provider Law Firm. When applicable, eligibility for receipt of Services under the Plan is contingent upon payment of such retainers and anticipated costs prior to legal representation. All services and legal representation will be limited to the Services of this Plan. The Provider Law Firm has no duty or relationship beyond the specified Services.

P. **Provider Law Firm's Professional Judgment:** All Services are subject to a Provider Law Firm's Professional Judgment. The Provider Law Firm determines whether claims or defenses pertaining to any matter under any Service of this Plan present frivolous or otherwise unmeritorious claims or defenses. This includes decisions to take any contingency case or to appeal any judgment or decision by any court or administrative agency. The Provider Attorney reserves the right to make independent professional judgments. The Company will in no way influence or attempt to affect the rendering of professional services by the Provider Law Firm.

Q. **Examination Right:** The Member shall have 10-days after delivery to examine the Plan. If the Member is not satisfied with it for any reason, the Member may send written notice rescinding the Plan and have the paid membership fee refunded. Upon the Member's delivery of written notice of rescission of the Plan to the Company or the agent through whom it was purchased, within 10-days of delivery, the Plan shall be void from the beginning and the parties shall be in the same position as if this Plan had not been issued.

R. **Cancellation of Plan:** The Member or the Company may cancel this Plan for fraud, non-payment, or upon 30-days written notice for any other reason.

S. **Settlement of Disputes:** All disputes or claims relating to the Company, the Plan, any Company products or services, any claims or causes of action between any Member, the Employer, and the Company whether in tort or contract; shall be settled by arbitration per the Commercial Arbitration Rules of the American Arbitration Association. If any Member or the Employer files a claim or counterclaim against the Company in any such arbitration, they may do so only on an individual basis and not with any other party or as part of a class action.

T. **Mutual Cooperation:** The Member and Company shall mutually cooperate with the Provider Law Firm for the effective provision of legal Services. At all times the Parties shall conduct the relationship with professionalism and mutual respect.

U. **Duplication of Coverage:** The Member may not secure Services from the Provider Law Firm for the same matter under more than one Plan. The Member may not secure the Services of more than one attorney on any given subject matter.

V. **Change of Plan:** No change in the Plan shall be valid until approved by an officer of the Company and endorsed on, or attached to the Plan. No agent can change the Plan or waive any of its provisions. A 30-day notice will be given should there be any change in this Plan.

W. **Reinstatement Procedure:** This Plan may be reinstated at any time within 31-days of cancellation, with full rights and coverages, provided the Member remits to the Company within the 31-day period all membership fees necessary to pay the Plan to a current status. The Plan may be reinstated at any time after the 31-day cancellation date provided the Member (i) remits the current membership fees due, (ii) has remitted promptly in the past, (iii) has not previously cancelled his/her membership and requested reinstatement, and (iv) has not, in the past, made unreasonable demands, as determined by the sole discretion of the Company, on the Provider Law Firm for representation. In the event the membership is reinstated after 31-days, the Member shall receive the Plan which is then currently on file with the Texas Department of Licensing and Regulation.

X. **Change of Fees:** The Company has the right to change the membership fee for this Plan. Changes in the fee will only occur on the anniversary date of the Plan. Should the fee be changed, the Member will be sent a 30-day written notice.

Y. **Severability:** If any provision of this Plan is deemed invalid or unenforceable in any respect, such provision shall be, to the extent possible, reformed to make it effective. If any provision is deemed invalid and incapable of being reformed, it shall not impact the validity and enforceability of all other provisions of this Plan, which shall remain valid and enforceable.

Z. **Subrogation:** If the Company or Provider Law Firm makes a payment under this Plan and the person to or for whom payment was made has a right to recover damages from another, the Company or Provider Law Firm shall be subrogated to that right.

AA. **Release of Information:** Members with a concern about a Provider Attorney authorize the Provider Law Firm to disclose to the Company all communications between the Members and the Provider Law Firm. This is done to provide the best customer service. Members should contact Member Services at 1-800-654-7757 with any complaint or concern. A written release may be needed for the Provider Law Firm to respond to a complaint. Members concede that personal information is electronically stored.

BB. **Adequate and Timely Notice:** To be entitled to receive services under this Plan, the Members must submit to the Provider Law Firm adequate facts and documents in a timely manner in order to allow an attorney time to review the facts and documents, enter into a retainer agreement with the Members when appropriate, and provide legal assistance as required by the Plan. This includes, as a minimum, that traffic tickets must be submitted at least 3 working days prior to the appearance date, and all litigation must be submitted for defense services at least 5 working days prior to the date any answer or other responsive pleading is due to be filed and at least 5 working days before any scheduled court hearing. Failure to timely submit adequate documents and facts to the Provider Law Firm shall render any obligation of the Provider Law Firm to enter an appearance in the matter, or to provide any other services, null and void.

CC. **Payments of Membership Fees:** Membership fees for Members authorizing payment by payroll deduction from the Employer shall be [\$18.50] monthly or [\$222] on an annual basis.

DD. **Relocation to Another State:** Should the Member move to another state, this Plan will terminate; provided, however, that upon request of the Member, the Company will transfer the Member's Plan to one available in that state, if any.

EE. Legal Service Contract: Pre-Paid Legal Services, Inc., is a registered legal service contract company in the State of Texas. This legal service plan is not an insurance contract. Legal Service contract companies and their sales representatives are regulated by the Texas Department of Licensing and Regulation (DLR). You may contact the DLR at P.O. Box 12157, Austin, TX 78711, telephone 512-463-6599, toll-free 800-803-9202 or legalservicecontract@license.state.tx.us.

[_____]]
Employer

[_____]]
Officer of Pre-Paid Legal Services, Inc., dba LegalShield

EXHIBIT "B"

BID PAGE

—LEGALSHIELD— NATIONAL PLAN OVERVIEW

A COMPREHENSIVE, AFFORDABLE LEGAL SOLUTION FOR YOUR EMPLOYEES

THE LEGALSHIELD PLAN INCLUDES THE FOLLOWING COVERED SERVICES:

ESTATE PLANNING



- Codicils
- Living Wills
- Power of Attorney
- Trusts
- Wills

FAMILY



- Administrative Hearing
- Adoption
- Conservatorship
- Domestic Violence Protection
- Elder Care Assistance
- Guardianship
- Immigration Assistance
- Incompetency Defense
- Juvenile Court Defense
- Name Change
- Parental Responsibility
- Prenuptial Agreements
- School Hearings

FINANCIAL



- Affidavits
- Bankruptcy
- Civil Litigation
- Consumer Protection
- Debt Collection
- Identity Theft
- Medicaid/Medicare Disputes
- Personal Property Disputes
- Promissory Notes
- Small Claims Assistance
- Social Security Disputes
- Tax Audit Protection
- Veterans Benefits Disputes

AUTO



- Driver's License Restoration
- Motor Vehicle Property Damage
- Moving Traffic Violations
- Traffic Tickets

HOME



- Boundary/Title Disputes
- Contractor Disputes
- Deeds
- Foreclosure
- Home Equity Loans
- Landlord/Tenant Issues
- Mortgages
- Property Tax Assessments
- Purchase/Sale of Home (primary or secondary)
- Refinancing
- Zoning Applications

GENERAL



- 24/7 Emergency Access
- Document Review
- Mobile App
- Office Consultation
- Telephone Advice

WHO IS COVERED:

MONTHLY PRICE

The Participant, Participant's spouse, never-married dependent children under the age of 26 and living at home or full time in college, dependent children under the age of 18 for whom the Participant is legal guardian and/or physically or mentally challenged children living at home.

\$18.50

General Exclusions: 1. matters against the Employer, Company, or Provider Law Firm 2. matters deemed by the attorney to lack merit, or violate any ethics rules 3. matters outside the United States 4. matters involving any Member which arises due to business matters or interests including: Ownership, management, or association with a business, partnership, corporate entity, or trust, any income producing property or venture no matter the nature, full time or part time. 5. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds and out of pocket expenses 6. any person who is a party in a lawsuit against the Company or is named as a defendant in a lawsuit by the Company shall not receive Services during the lawsuit. 7. matters covered by any insurance policy 8. services related to patent, trademark or copyright matters 9. Services where, in the Provider Law Firm's Professional Judgment, the requested Service is unnecessary or unwarranted for adequate advice, or would be in violation of any ethics laws, or frivolous, or with no merit 10. Native American legal issues including matters related to Indian Tribes and tribal governments including legal issues before federal, tribal and/or state courts, administrative bodies, arbitration panels or arbitrators, tribunals and/or hearing panels, judges, or officers. See a plan contract for complete terms and conditions.



EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pre-Paid Legal Services, Inc. dba LegalShield
Ada, OK United States

Certificate Number:
2017-255348

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Hidalgo

Date Filed:
08/30/2017

Date Acknowledged:
08/31/2017

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FP No# 2017-064-07-19-YSS
FP No# 2017-064-07-19-YSS Pre-Paid (Post Tax) Voluntary Legal Services Program-Hidalgo County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

