



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

August 6, 2018

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (all funding sources, programs & entities)**
Request for Proposals -**"Countywide Internet Connection & Connectivity"**
RFP No: 2017-314-08-22-HGO

Dear Ladies/Gentleman:

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

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

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

Sincerely,

Martha L. Salazar, CPRP
Hidalgo County Purchasing Agent

MLS/hgo
Enclosures



HIDALGO COUNTY PURCHASING OFFICE
2812 S. Business Highway 281
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Edinburg, Texas 78539
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HIDALGO COUNTY
“Countywide Internet Connection & Connectivity”
RFP No: 2017-314-08-22-HGO

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The above-mentioned items shall be found in this Request for Proposal-RFP 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

08/06/18
Date

RFP No.: 2017-314-08-22-HGO

BUYER III: Heidi Garcia Ortiz

Tel. No.: (956) 318-2626

REQUEST FOR PROPOSALS

HIDALGO COUNTY “Countywide Internet Connection & Connectivity”

ACCEPTANCE DATE

August 22, 2018

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

- 1) Sealed proposals will be received for “Hidalgo County – Countywide Internet Connection & Connectivity”, 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"). A strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
- 2) One (1) original and three (3) copies of all RFPs and two (2) CD/USB in PDF format are required, with the vendor's name and address clearly typed/printed in upper left-hand corner and the proper notation clearly typed/printed in the lower left-hand corner of the envelope and/or package, RFP No.: 2017-314-08-22-HGO Hidalgo County (all funding sources) “Countywide Internet connection & Connectivity” and in County's Purchasing Department, physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, August 22, 2018.

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 the express envelope or package with reference to RFP No.: 2017-314-08-22-HGO-Hidalgo County (all funding sources)-Countywide Internet Connection and Connectivity”. 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 RFP:

1. Legal Notice (See page 9);
 2. Insurance pages with Acknowledgment Forms (See Exhibit “C” pages 3&4);
 3. Form CIQ-Conflict of Interest Questionnaire (See Exhibit “D”);
 4. Vendor Bidder Application & W-9 forms (See Exhibit “E”);
 5. Certification Regarding Debarment (See Exhibit “F”);
 6. Proposer’s Affidavit (See Exhibit “H”); and
 7. RFP Submittal Checklist (See page following Proposer’s Affidavit)
 8. SAMS.gov Registration Acknowledgement (See Number 18 below).
- 3) Hidalgo County reserves the right to A. separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. 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.
 - 4) Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer or to reject all proposals and re-advertise.
 - 5) For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

- 6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalog numbers and any necessary references.
- 7) No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
- 8) Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
- 9) Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
- 10) County reserves the right to accept or reject any or all proposals.
- 11) Costs are to be net F.O.B., County Prepaid.
- 12) The 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
- 16) BILLING AND PAYMENT INSTRUCTIONS
 - Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract Number (if any)
 - d) Notation -“Hidalgo County-Countywide Internet Connection & Connectivity”

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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

Hidalgo County Auditor's Office
2808 S. Business Hwy. 281
Edinburg, TX 78539
(956) 318-2511

17) SCHEDULE OF EVENTS

Proposal Acceptance Date Opening, 9:30 A.M.	<u>August 22, 2018</u>
Award of Contract:	_____
Commence Service or Products:	_____

18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management @ www.sam.gov.
- Appendix II to CFR 200-Contract Provisions: Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to the commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications

19) 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) The 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.

21) 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 the 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.

If applicable, complete form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 North Closner, 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.

22) 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, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP Project No. (2017-314), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, filled out, signed and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to heidi.ortiz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit a completed Form 1295 may result in the delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

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

The awarded vendor will have thirty (30) days from the date the Hidalgo County Commissioner's court approves this agreement, to submit the signed Form 1295. Hidalgo County cannot enter into a contract until Form 1295 is submitted.

23) Effective September 1, 2017, the Texas Government Code was amended to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel, which provides that a state agency and a political subdivision may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

Pursuant to Gov't Code Sections 2270.001(1) & 808.001(1) as amended, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By accepting this contract and/or purchase order, the Company/Vendor verifies that it does not Boycott Israel, and agrees that during the term of this contract/agreement will not Boycott Israel as that term is defined in the Texas Government Code.

24) 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.

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

26) 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.

- 27) The 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.
- 28) 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.
- 29) 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.
- 30) 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 arises 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 the successful proposer.
- 31) 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.
- 32) 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.
- 33) 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.

- 34) 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.
- 35) Proposers must provide all documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

REQUEST FOR PROPOSAL LEGAL NOTICE
for
HIDALGO COUNTY
“Countywide Internet Connection & Connectivity”
RFP No.: 2017-314-08-22-HGO

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

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

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

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

Respectfully submitted,

FIRM: _____

ADDRESS: _____

BY: _____

PRINT
NAME: _____

TITLE: _____

EXHIBIT A
Requirements

HIDALGO COUNTY
REQUEST FOR PROPOSAL

**”COUNTYWIDE INTERNET CONNECTION &
CONNECTIVITY”**

RFP# 2017-314-08-22-HGO

The County of Hidalgo is seeking to enter into a Service Contract for “Countywide Internet Connection and Connectivity”.

The Hidalgo County Purchasing Department will receive sealed envelopes containing Proposals for the provision of “**Countywide Internet Connection and Connectivity**” as specified herein. Proposals will be accepted until **9:30 A.M., on Wednesday, August 22, 2018.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2017-314-08-22-HGO
Hidalgo County Purchasing Department
2812 S. Bus. Hwy 281
Edinburg, Texas 78539

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

The following outlines the Request for Proposals:

SECTION I GENERAL TERMS AND CONDITIONS

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

ADDITIONAL INFORMATION:

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE AT (956) 292-7912 OR BY EMAIL TO Heidi.ortiz@co.hidalgo.tx.us NO LATER THAN WEDNESDAY, August 15, 2018, at 5:00 P.M. Responses will be sent to all applicants via facsimile or email by 5:00 P.M., on Friday, August 17, 2018. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.** Hidalgo County is requesting that Proposals be routed to Martha L. Salazar, Purchasing Agent, at 2812 S. Bus. Hwy 281 Edinburg, Texas 78539.

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

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

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

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

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

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

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

HAND DELIVERED REQUEST FOR PROPOSAL: Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County purchasing staff.

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

WAIVING OF INFORMALITIES: Hidalgo County reserves the right 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. The submitter shall include a detailed list of all sub-consultants proposed to be used on the project.

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** (pages one-sided, clearly marked original) **and three (3) copies** of the RFP and **two (2) CD/USB** in PDF format 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 consultant's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to three (3) pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a qualified firm, with demonstrated competence as a systems integrator in handling projects that are:

- Complex, in those solutions requiring the integration of multiple technologies, with the involvement of multiple vendors as subcontractors.
- Long term, with the management of projects that may span several years

including the leadership required to successfully conclude a project on time and in the budget.

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

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any certification and assurance as required by HIDALGO COUNTY. Firms should add copies of their insurance certificates.

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

- A. Firm name, address, phone number, and person to contact regarding the Request for Proposal.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
 1. Does company have a local presence (one or more employees working and living in Hidalgo County, Texas;
 2. Does company employ full-time support staff (with Hidalgo County residency) for the express purpose of day to day single company business; and
 3. Does company service other accounts in Hidalgo County.
- C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.

SCOPE OF SERVICES: Hidalgo County is seeking proposals from service providers to deliver either "lit", "dark" or "self-provisioned" fiber from remote sites to the Hidalgo County core data center in a "Point to Point" configuration.

Section 1

- Dedicated leased point to point fiber services - Lit
- Dedicated leased point to point fiber services - Dark
- Dedicated Self-Provisioned Fiber
- Purchase modulating electronics necessary to make a potential dark fiber solution functional
- Fiber Maintenance for Self-Provisioned Fiber

Section 2

- Internet Access – 1Gbps, 2Gbps, 5Gbps, 10 Gbps

“LIT” Option

The services shall support a total of 10 Gbps to each location delivered either via one 10 Gbps Single mode Ethernet link; or

“DARK” Option

Two (2) strands (one pair) of single mode fiber capable of supporting a minimum 10 Gbps.

The solution must be flexible to grow a minimum 25 Gbps for future growth. The circuits will be used to connect the sites listed below to the Wide Area Ethernet Network via the Data Center located at 100 E. Cano, Edinburg, Texas.

Vendors are invited to submit pricing for internet access, lit, dark, or self-provisioned proposals that meet the specifications defined in section 1 options A, B, and C utilizing the appropriate pricing worksheets.

Under either scenario, the County is seeking service pricing (monthly and one time recurring) that is inclusive of all costs to deliver services to each location for the term specified. Vendor shall provide the labor and materials to construct all other conduit pathways between the designated utility poles in the public right-of-way to the MDF closet at each site with a minimum of a two (2) four-inch conduit. All miscellaneous hardware, fiber patch cords, and cables (fiber and copper) for MDF/IDF must be included in submitted pricing.

The County will provide adequate electrical (if applicable) and a minimum of 4U space at each site (via either a 2 post telco rack or equivalent wall mount enclosure) for the vendor to install a provider-owned LIU enclosure (lit and dark option) in addition to the appropriate provider owned electronics (lit option only).

Technical Support and Hardware Maintenance:

Vendor services are to be provided in support of County staff and management. County requires a comprehensive technical support capability to ensure the reliable and responsive performance of network components, both those currently installed and those additional components and technologies that will be added through projects such as those described within this RFP. Respondent's solution must provide assessment, strategy, design, implementation and operational services to help county manage its' centralized, distributed, desktop and network environments. The proposed solution must provide on-site technical support of all network components; electronics, servers, and desktops. Such resources will supplement County's IT organization by taking on many of the operational support tasks, with a commitment to provide skills transfer to County's personnel throughout the period of performance. Respondent must demonstrate the ability to achieve the desired support environment by implementing a strong technical support project management approach.

Support Personnel Required On-site:

Project Manager – Overall responsibility for the Technical Support Office. This resource will establish a framework for project communications, reporting, procedural, and contracting activity. Management of the execution of the work plan staffing requirements, staff management, client and project communications is also included in the responsibilities.

Dispatch – Level One Call-in Support – This resource will be the initial point of contact and the first to receive calls for incoming county requests. Problem logging, first level troubleshooting and support, warm transfer to level two support functions and dispatch of on-site technical

resources for network problem resolution as required.

Field Technical Support – The primary responsibility of this type of resource is to provide on-site network problem diagnosis and resolution. Specifically, this resource will be skilled in county installed network related products and communications software, as well as Cisco products and the installed county environment.

Respondent must address their capabilities in areas to include, but not limited to;

- Project planning and communications
- Quality assurance procedures
- Project coordination experience as a single vendor or “prime” systems integrator, and
- Project completion criteria

The respondent will work closely with county project manager to ensure successful project delivery, effective management of project resources and efficient communications between the respondent, respondent’s provider, and county.

Respondent is required to furnish all labor, supervision, tooling, and miscellaneous mounting hardware and consumables for the system(s) installed. The respondent will perform all terminations and connections.

References to specific part numbers and manufacturers that meet the requirements of the county are contained in the specifications. In all cases, the county must approve the manufacturer and model of the parts proposed by the respondent prior to the start of the installation. The county has standardized cabling components from Leviton/Superior. The county strongly prefers that all new structured cabling utilize PANDUIT.

Project Guidelines:

- All work will be administered with safety in mind.
- Respondent is responsible for their tools, ladders, wiring, and any/all other equipment.
- All work will be performed during normal working business hours whenever possible.
- Any/all changes in Scope of Work will require a signed company change order. Only the executive director of technology will have the authorization to sign a company change order.
- At a minimum, all equipment shall come with a three (3) year full coverage, replacement warranty.
- The vendor is responsible for all equipment and material until county accepts work as complete and payment is made by the county to vendor indicating contract is satisfied.
- All necessary parts for complete professional installation will be provided by the vendor.
- All installations will, on an individual basis, be physically checked and found to be safely secured and in good working order, by county representative, prior to completion of the contract.
- All cross-connects and patch cords used in the MDF and IDF will be installed and provided by the vendor for each piece of equipment installed.
- 3” conduits are provided by GC in new building construction only. Retrofitting older buildings with new cabling will require the backbone cables to be run in cable tray.
- All portions of the work and the finished product must conform to all local, state, and national safety requirements, including but not limited to regulations regarding fire suppression and asbestos. The county facilities department shall provide to the contractor written assurance that the cable path and node locations are free from asbestos; the contractor shall make no penetration of any surfaces in the absence of such written assurance.
- No splicing of any type is allowed in any copper cable.
- The TIA/EIA publishes standards using ISO MKS (meters-kilograms-seconds) units. All labeling and documentation will use ISO MKS units. English units may be provided parenthetically, but English units may not be substituted in place of ISO MKS units.

Special Terms and Project Completion:

The vendor must abide by start and completion dates for each section. If a hardship occurs, the vendor must apply for in writing, an extension of the completion date. Only the Executive Director of Information Technology will be able to award an extension and only under uncontrollable circumstances as determined by the county will such an extension be rewarded. All devices will be online and operational on the given date. They will perform in the manner that they are intended to do and be accepted in good working order by county. On each section, the vendor is required to install, completely, the components awarded. The complete installation consists of but is not limited to, programming of switches, routers, controllers, and all other components necessary in a complete turnkey installation of your awarded section.

Example: If the vendor is awarded Access points, they are responsible for programming switches, controllers, and all other network components associated with a turnkey installation. The vendor must also notify the county, in a timely manner, as determined by county, all hardships they encounter pertaining to cabling. All work stated in this document must be complete and accepted as complete by county. If Vendor fails to complete work on completion date; the company will forfeit the sum of \$1500.00 dollars a day until all work is 100% complete. All work must be accepted by the county as complete.

Warranties and other Contractor Requirements:

All terminations will be performed by a PANDUIT certified installer. Any cable damaged or exceeding recommended installation parameters during installation should be replaced by the contractor prior to final acceptance at no cost to the county. All cables shall be tested in accordance with this document, the ND&I contract agreement and best industry practices. If any of these are in conflict, the vendor shall be responsible to bring any discrepancies to the attention of the project team for clarification and/or resolution. The vendor shall provide a system warranty covering the installed cabling system against defects in workmanship, components, and performance, and follow-on support after project completion for a period of one year.

Installation Warranty:

The vendor shall warrant the cabling system against defects in workmanship for a period of one (1) year from the date of system acceptance by the county. The warranty shall cover all labor and materials necessary to correct a failed portion of the system and to demonstrate performance within the original installation specifications after repairs are accomplished. This warranty shall be provided at no additional cost to Hidalgo County.

Onsite Personnel:

The county requires the vendor to have a systems engineer to assist with network maintenance of telecommunications services and internet connections. One single individual will be assigned to the county. The network maintenance person must have the following qualifications:

- At least five (5) years' experience in the installation, configuration, troubleshooting, and maintenance of wide area network and local area networks the size of Hidalgo County network or larger.
- The vendor will be required to cabinet, stack, configure, program, and connect end to end all equipment (patch panel to network equipment, include all patch cords ((fiber or copper)) necessary). Installation of equipment will be inspected by county representative and found to be in good working order before the project is said to be complete and funds are released. County will not sign off on any work (upon inspection of work by county representative) not found to be in good working order. All provisions in this document must be adhered to by selected vendor.
- The vendor will provide all necessary patch cords/panels for installation. County will not be responsible for storage of equipment before installation.
- All patch cords, connectors, electrical cords, cords/connectors/patch panel and installation brackets will be included.

- Patch cords from copper patch panels to switches will be provided by cabling contractor. All other patch cords will be provided by awarded network equipment vendor.
- Experience in the implementation of VLAN and ISL.
- Experience in Windows server administration.
- Experience with security software.
- Experience with Web content filtering software.
- Minimum of CCIE certification required.
- Ability to be on site immediately.

After installation, the Contractor shall submit all documentation to support the warranty requirements in accordance with the warranty requirements, and to apply for said warranty on behalf of the County. The warranty will cover the components and labor associated with the repair/replacement of any defective link within the warranty period when the defect is a valid warranty claim.

PRICE SHEET
INTERNET ACCESS

SERVICE ADDRESS	SPEED	PRICE	SOLUTION	DETAILED DESCRIPTION OF SERVICES PROPOSED
100 E Cano, Edinburg, TX 78539	1Gbps		c Lit c Dark c Self	
	2Gbps		c Lit c Dark c Self	
	5Gbps		c Lit c Dark c Self	
	10Gbps		c Lit c Dark c Self	
2804 US-281 BUS, Edinburg, TX	1Gbps		c Lit c Dark c Self	
	2Gbps		c Lit c Dark c Self	
	5Gbps		c Lit c Dark c Self	
	10Gbps		c Lit c Dark c Self	

***The connections must be diverse paths and require a map with route path for each connection.

PRICE SHEET
Point to Point Connection

SERVICE ADDRESS	SPEED	PRICE	SOLUTION	DETAILED DESCRIPTION OF SERVICES PROPOSED
100 E Cano, Edinburg, TX 78539	1Gbps		c Lit c Dark c Self	
	2Gbps		c Lit c Dark c Self	
	5Gbps		c Lit c Dark c Self	
	10Gbps		c Lit c Dark c Self	
2804 US-281 BUS, Edinburg, TX	1Gbps		c Lit c Dark c Self	
	2Gbps		c Lit c Dark c Self	
	5Gbps		c Lit c Dark c Self	
	10Gbps		c Lit c Dark c Self	

***The connections must be diverse route paths and entries into the building.

PRICE SHEET
Point to Point and/or Multi-point Connection (Provide a Solution with County-wide Business Continuity)

SERVICE ADDRESS	SPEED	PRICE	SOLUTION	DETAILED DESCRIPTION OF SERVICES PROPOSED
100 E Cano,	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	

Edinburg, TX 78539 - NOC	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	2G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
1429 S. Tower Rd., Alamo, TX 78516	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
			<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
3100 S. Highway 281, Suite D Edinburg, TX 78539	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
			<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
2524 N. Clossner Blvd., Edinburg, TX 78541	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
410 N. 13th Avenue, Edinburg, TX 78539	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
1903 N Knights Dr., Pharr, TX 78577	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
1304 S. 25 th , Edinburg, TX 78539	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
1101 N. Doolittle, Edinburg, TX 78539	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
300 E. Hackberry Ste. 3, Mcallen, TX 78501	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
1902 Joe Stephens Avenue, Weslaco, TX 78596	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
708 E. Edinburg	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	

Ave, Suite B, Elsa, TX 78543	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
300 W. Hall Acres, Pharr, TX 78577	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
4011 S Veterans BLVD, San Juan, TX 78589	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
724 N. Breyfogle Rd., Mission, TX 78572	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
1051 N. Doolittle Rd. (Office), Edinburg, TX 78541	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
1142 N. M Rd. (1024 N M RD), Edinburg, TX 78541	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
107 Sunflower Road, Edinburg, TX 78539	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
509 E. Earling, San Juan, TX 78589	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
711 El Cibolo Rd., Edinburg, TX 78540	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
3003 E. Mile 11 N. , Weslaco, TX 78596	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
North Mile 11 and	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	

Mile 1 1/2, Mercedes, TX 78570	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
427 E. Duranta Avenue Suite 107, Alamo, TX 78516	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
1711 N. Bridge Avenue, Weslaco, TX 78596	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
9805 N. 10th Street, McAllen, TX 78501	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
3105 W University Drive, Edinburg, TX 78539	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
5405 Brand St. Ste 5, Rio Grande City, TX 78582	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
2891 E. Grant St., Roma, TX 78584	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
371 W. Expressway 83, Sullivan City, TX 78595	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
3105 E. Richardson, Edinburg, TX 78539	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
3509 E Main Ave., Alton, TX 78573	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
3001 N 23rd St., McAllen, TX 78501	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	

1901 N Bridge Ave, Weslaco, TX 78599	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
220 S Bicentennial Blvd, McAllen, TX 78501	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
230 N 86th St., Edinburg, TX 78542	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
417 S Oregon Ave, Weslaco, TX 78596	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
301 S 8th St, Donna, TX 78537	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
313 S Business 83, Alamo, TX 78516	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
3503 W Mile 5 Rd., Mission, TX 78574	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
702 E Texano Dr., Hidalgo, TX 78557	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
211 S Schuerback Rd., Mission, TX 78572	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
540 S Texas Ave., Mercedes, TX 78570	50M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	100M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	200M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	500M		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	
	1G		<input type="checkbox"/> Lit <input type="checkbox"/> Dark <input type="checkbox"/> Self	

****NOTE: THIS IS NOT ALL OR NONE SELECTION. PLEASE PROVIDE YOUR MOST

COMPELLING SOLUTION AND JUSTIFICATION AS BEST VALUE TO HIDALGO COUNTY. ** DIAGRAMS AND SOLUTION WILL BE REQUIRED WITH YOUR PRICING.**

SECTION III SELECTION AND SCHEDULES

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

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

- 1) Price of products and services (50 points).
- 2) References (25 points).
- 3) Vendor Qualifications (25 points).
- Total = 100 points.
- 4) PRESENTATION (10 points): Hidalgo County Commissioner's Court, at its sole discretion, may elect to request a presentation from participating vendors that have scored at least 80 points in the 100-Evaluation System for up to 10 additional points in order to finalize the ranking of firms.

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

Criteria for Selection of Vendor(s) Matrix:

FACTOR	POINTS
Price of products and services	50
References	25
Vendor Qualifications	25
TOTAL	100

Factor Weight

1. Price 50%

2. References (5 references 5pts per reference) 25%

Please provide a list of five other projects and references over \$1 million in size and the project management method, results and including detailed project documentation. (i.e. project was completed on time and customer was completely satisfied. Include any projects that you have done with HIDALGO County.

3. Vendor Qualifications, Experience and/or oral interview 25%

1. Price (Max 50 points)

(Lowest cost proposal)/(individual cost proposal) x 50

2. References (Max 25 points)

Vendor is required to list 5 references of projects completed by their company of at least \$1 million in size. References will be contacted via phone or email, projects under 1 million will be discounted and the points forfeited. Failure not to provide reference along with point of contact for said reference will mean a loss of points. Points will be allocated based on the following from vendor provided references:

SAMPLE QUESTIONS Points

Did the company provide the services on-time (met the deadline) and as specified?

Did the company provide a project manager?

Are you satisfied with their services?

Would you hire them again?

3. Vendor Qualifications (Max 25 points)

Qualified vendor will be allocated points based on the following criteria:

Project Management

(see specific instructions below)

Local Presence

- Does company have a local presence (one or more employees working and living in Hidalgo County, Texas)?
- Does company service other accounts in Hidalgo County?
- Does company employ full time staff (with Hidalgo County residency) for the express purpose of day to day single company business?
- Does company have support staff that reside in Hidalgo County 3 days out of the work week?

Experience

Years as company: less than 5=1pts, 5-10=2pts, over 10=3pts

Past performance with County

Any necessary changes to scope

Project completed on time

Delivery of materials in a timely manner

Projects executed to COUNTY standards

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below.

RFP Submission: One (1) original (pages one-sided, clearly marked original) and three (3) copies of RFP and two (2) CD/USB in PDF format should be submitted to:

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

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, August 22, 2018.**

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

RFP Scoring and Ranking:

- A. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by IT and approved by County Commissioner's Court) will review, score and evaluate the Proposals (RFP's) received in response to this Hidalgo County Request for Proposal.

After the RFPs have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

EXHIBIT B

**SELECTION CRITERIA
HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS**

“Countywide Internet Connection & Connectivity”

RFQ# 2017-314-08-22-HGO

EVALUATION CRITERIA

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

RFP Evaluation Criteria

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

1. Price (Max 50 points) (50)

Lowest cost proposal – lowest individual cost proposal

2. References (25)

Vendor is required to list five (5) references of projects completed by their company of at least \$1 million in size, including project management method, and results. Please include detailed project documentation.

3. Vendor qualifications (25)

Project Manager must, have adequate experience in managing projects of a similar nature and scope and shall be a professional registered in the State of Texas; the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

Local Presence

- Does Company have a local presence (one or more employees working and living in Hidalgo County, Texas)?
- Does Company service other accounts in Hidalgo County?
- Does Company employ full-time staff (with Hidalgo County residency) for the express purpose of day to day single company business?
- Does Company have support staff that reside in Hidalgo County at least three (3) days out of the work week?

Experience

- Years as company; less than five (5) = 1 point; five (5) to ten (10) = 2 points; over ten (10) – 3 points
- Past performance with Hidalgo County
- Demonstrate an understanding of the scope of services
- Address appropriate Federal/State/Local regulations and policies

4. Presentation (10 points).

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

During presentation, selected participating firms will be required to:

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

5. Define why the firm believes should be selected.

RFP EVALUATION FORM

SELECTION CRITERIA		POINTS	TOTAL SCORE
1	Price of products and services	50	
2	References	25	
3	Vendor qualifications	25	
TOTAL		100%	

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

COMMENTS:

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____

Date: _____

EXHIBIT "C"
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

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

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

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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.

INSURED **INSURERS AFFORDING COVERAGE**
 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				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP \$
					AGG \$
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) \$
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU. <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

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

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

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

Authorized Representative

Date

Notice to Bidder:

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

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

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

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

1. Licenses: _____.

2. Bond (if applicable) _____.

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

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

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

Authorized Signature

Date

Company

Address

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

Exhibit “D”

CIQ

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

EXHIBIT “E”

Vendor Application
&
W9

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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number													
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or													
Employer identification number													
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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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/ir9.

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 616, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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 those requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. 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 6 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 6 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 ⁴
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 LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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 1-800-908-4498 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@uce.gov or contact them at www.fto.gov/idtheft or 1-877-IDTHEFT (1-877-438-4388).

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.

Exhibit “F”

Certificate Regarding
Debarment

**Certification
Regarding Debarment, Suspension and Ineligibility**

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

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

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

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

Exhibit “G”

Title VI Appendices
“A” through “E”

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 49CFR Part 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).

Exhibit “H”

Proposer’s Affidavit

EXHIBIT "H"
PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires: _____, 20__

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICE
C-17-314-00-00**

THIS AGREEMENT is made and entered into this 00th day of Month 2018 by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to request for proposal for the "**Countywide Internet Connection & Connectivity**" (the "Services"); and

WHEREAS, Contractor submitted a proposal to provide services in accordance with the specifications as proposed, a copy of Request for Proposal (RFP) Procurement Packet being attached hereto as Exhibit "A" (the "RFP"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFP Packet, 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 to **Hidalgo County**. 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 RFP Packet within **Hidalgo County** following a request for Services by the **County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services,

and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, commencing on Month 00, 2018 and expiring on Month 00, 2019 and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed proposal for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

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 in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

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 coverage in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

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

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

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

If to Company: Company
Address
City, State 00000

13. In case any one or more of the provisions contained in this Agreement shall for

any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

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

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

20. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

21. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

22. **Appendix II to CFR 200-Contract Provisions:** Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

Company: _____

By: _____

Printed Name: _____

Title: _____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:
Office of the District Attorney

By: _____
Robert Vina

DRAFT

EXHIBIT “A”

REQUEST FOR PROPOSAL (RFP) PROCUREMENT PACKET

DRAFT

EXHIBIT “B”

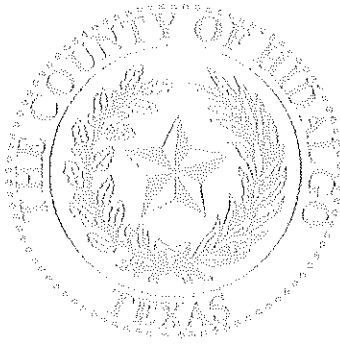
FEE

DRAFT

EXHIBIT “C”

CERTIFICATE OF
INSURANCE

DRAFT



HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR PROPOSALS
"Countywide Internet Connection & Connectivity"

RFP No.: 2017-314-08-22-HGO

RFP SUBMITTAL CHECK LIST

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

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

- Page 9 of Legal Notice
- Exhibit "C" - Insurance & Project Acknowledgement forms (pages 3 & 4)
- Exhibit "D" - CIQ Form -Copy of Co. Clerk Recording fee receipt (if applicable)
- Exhibit "E" - Vendor Bidder Applications and IRS form W-9
- Exhibit "F" - Certification Regarding Debarment
- Exhibit "H" - Proposer's Affidavit
- SAMS.gov Registration - Acknowledgement www.sam.gov
- One (1) Original, Three (3) Copies of Proposal(s) and Two (2) CD/USB in PDF format (see number 2 of Legal Notice).