

2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

November 14, 2018

via email:gregpinaphd@gmail.com

Gregorio Pina, III, PhD.
1200 South Col Rowe Blvd. Ste B9
McAllen Texas, 78501

Re: **HB Form 1295 Required/Renewal/Extension Notice**
Extension# E-18-031- "Psychological Evaluation Services for Detention, Patrol & Communication Officers at Sheriff's Office"

Dear Dr. Pina:

Be advised, that in order to proceed with the **Sixty-Day Extension** under the same rates, terms and conditions with **Gregorio Pina, III, PhD.** for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §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. In accordance with these requirements for the type of contract being considered, 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.

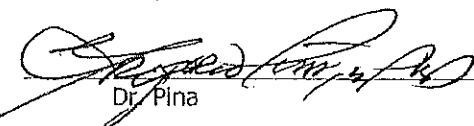
Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:


https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Sixty-Day Extension No. E-18-031**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed and submitted to our office by the deadline stated below.

In order to proceed with approval of **60 Day Extension** for referenced project by **Commissioners Court on November 27, 2018**, the signed "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via email to: tanya.delira@co.hidalgo.tx.us **by no later than Tuesday, November 20, 2018**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

Please acknowledge receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: tanya.delira@co.hidalgo.tx.us by no later than date reflected above.

By: 
Dr. Pina

Date: 11/17/2018


Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/tdl
Enclosures

Heidi

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

ok A. Hidalgo County

1. AI-57742 Requesting approval of the final negotiated agreement #C-16-357-12-13 with Gregorio Pina, Ph.D. for the purpose of: Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies.

ok 2. AI-57409 Requesting authority to advertise and approval of qualifications, requirements, and scope of services, as attached hereto for: "Hidalgo County Pool of Professional Services" for the following;

- A. Architectural Services RFQ-2017-005-02-01-YZV
- B. Engineers Services - RFQ-2017-006-02-01-YSI
- C. Eng. Serv. Geo-technical & Construction Material Testing - RFQ-2017-007-02-01-SMA
- D. Construction Managements Services-RFQ-2017-008-02-01-HGO
- E. Appraisal and/or Review Services-RFQ-2017-009-02-01-SGS
- F. Surveying Services RFQ-2017-010-02-01-TDL

for selection on an "as needed basis" [through a grading/scoring, ranking, negotiation protocol as established by CC] per project by Hidalgo County Commissioners' Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective March 16, 2017 through March 15, 2018.

ok 3. AI-57507 A. Approval of order for exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section, 262.024 (a)(4), a professional service;

ok B. Acceptance and approval of a negotiated engagement/agreement/contract with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as drafted and developed by District Attorney's Office confirming compliance with those provisions set forth in Government Code 2254- 1) on a basis of demonstrated competence and qualifications to perform the services; and, 2) for a fair and reasonable price (fees permitted by law).
Subject to final legal review app. (COAs)

B. Pet. 1

ok 1. AI-57719 A. Recommendation by project engineers, LeFevre Engineering & Management Consulting, LLC, & TEDSI Infrastructure Group to award the Base Bid to the responsible vendor submitting the lowest and best bid meeting all specifications, subject to compliance with HB 1295 and SAM.gov, for the following FEMA projects in the amounts listed:

PROJECT NAME	PROJECT NO.	AWARD RECOMMENDATION TO VENDOR:	AMOUNT:
		IOC Company	\$1,280,979.70



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 6, 2017

Gregorio Pina, III, PhD
1200 S. 2nd, Suite B9
McAllen, Texas 78501

via email: gregpinaphd@gmail.com

Re: **HB Form 1295 Required/Renewal/Extension Notice**
C-16-357-12-13 – "Psychological Evaluation Services"- HIDALGO COUNTY

Dear Dr. Pina:

Be advised, that in order to proceed with the with the County's option to extend/renew for an additional **One (1) Year term, under the same rates, terms and conditions** with **Gregorio Pina, III., PhD** for the above-referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §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. In accordance with these requirements for the type of contract/renewal being considered, 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.

Thus, in order for County staff to process the above-referenced extension/renewal; you must complete and file Form 1295 with the Texas Ethics Commission. Form 1295 can be found at the following website:

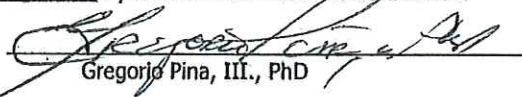
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In **box 3 of Form 1295**, provide **reference No. E-18-EXT-HGO**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on December 19, 2017**, the signed notarized "HB Form 1295" and "Extension Notice" must be received in our office completed via fax to (956) 292-7612 or via email to: heidi.ortiz@co.hidalgo.tx.us **by no later than Monday, December 11, 2017**. Hidalgo County cannot enter into a contract/renewal until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in a delay of the award.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: heidi.ortiz@co.hidalgo.tx.us by no later than date reflected above.

By:


Gregorio Pina, III., PhD

Date:

12/10/2017
12/11/2017

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,


Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hgo



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

**MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Gregorio I Pina, III, PhD

From: Heidi Ortiz, Buyer III

Date: November 28, 2016

Re: Negotiation for -"Hidalgo County Law Enforcement Agencies-Psychological Evaluations Services" RFP 2016-357-10-12-HGO

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday, November 22, 2016 please be advised that you have been selected (ranked) to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the above mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 11:00 a.m. on Tuesday, November 29, 2016.

Best and final offer of the proposed contract rate of \$ Two Hundred Thirty Five Dollars *for each Psych Eval - 13 for District Office, Telecommunication Office & Local Office*

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to: heidi.ortiz@co.hidalgo.tx.us. *No charge District Office & Local Office*

Signed: *Gregorio Pina, III, PhD*

Title: *Psychologist - Specializing in Law Enforcement*
Psychologist

Printed Name: Gregorio Pina, III, PhD

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-293297

Date Filed:
12/12/2017

Date Acknowledged:
12/13/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Gregorio Pina, III, Ph.D.
McAllen, TX United States

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

Hidalgo County Purchasing Department

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

E-18-EXT-HGO
Psychological Evaluations Law Enforcement

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

5 Check only if there is NO Interested Party.

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gregorio Pina, III, Ph.D.
McAllen, TX United States

Certificate Number:
2017-293297

Date Filed:
12/12/2017

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

Date Acknowledged:

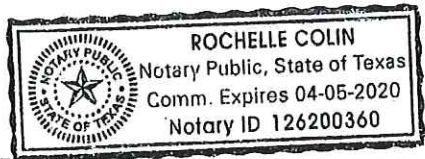
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
E-18-EXT-HGO
Psychological Evaluations Law Enforcement

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

Gregorio Pina III
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Gregorio Pina, this the 12 day of December 20 17, to certify which, witness my hand and seal of office.

Rochelle Colin Signature of officer administering oath
Rochelle Adcox Printed name of officer administering oath
Notary Public Title of officer administering oath

Affidavit of Sole Proprietor

Date: Dec 10, 2017

Affiant: Gregorio Luna, III Ph.D

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

Affiant Gregorio Luna, III Ph.D states he is a sole proprietor doing business as Gregorio Luna, III Ph.D with Hidalgo County under Contract #16-357-12-13 dated 12/10/2017. Affiant will provide Evaluation Services for all Hidalgo County Law Enforcement Agencies which will be approved upon receipt by the Hidalgo County Purchasing Department. -18-EXT-1160
(150)

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

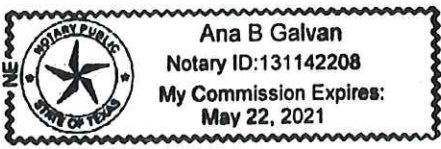
Further Affiant sayeth not.

Gregorio Luna, III Ph.D

Printed Name of Affiant: Gregorio Luna, III Ph.D

SWORN AND SUBSCRIBED TO under oath before me on December 11, 2017

Ana B. Galvan
Notary Public, State of Texas



Texas State Board of Examiners of Psychologists
SUITE 2-450
333 GUADALUPE
Austin, TX 78701

**TEXAS STATE BOARD OF EXAMINERS
OF PSYCHOLOGISTS
IDENTIFICATION CARD**

Licensed Psychologist with HSP

GREGORIO PINA III PH.D

22180

August 31, 2018 ✓

LICENSE NUMBER

EXPIRATION DATE

(NOT A LICENSE-FOR IDENTIFICATION ONLY)

GREGORIO PINA III PH.D
STE B-9
1200 SOUTH COL. ROWE
MCALLEN, TX 78501

**TEXAS STATE BOARD OF EXAMINERS
OF PSYCHOLOGISTS**

ANNUAL RENEWAL PERMIT

THIS DOCUMENT
IS DULY ISSUED
UNDER THE LAWS
OF THE
STATE OF TEXAS

Licensed Psychologist with HSP

GREGORIO PINA III PH.D
STE B-9
1200 SOUTH COL. ROWE
MCALLEN, TX 78501

22180 _____

LICENSE NO.

August 31, 2018 ✓ _____

EXPIRATION DATE

MUST BE DISPLAYED WITH LICENSE IN A CONSPICUOUS PLACE



Trust Risk Management Services, Inc. (TRMS) ■ 1791 Paysphere Circle, Chicago, IL 60674 ■ Phone (877) 637-9700 ■ FAX (877) 251-5111

September 18, 2017

Dr. Gregorio Pina
1200 S Col Rowe Blvd Ste B9
McAllen, TX 78501 2954

RE: Your Trust Sponsored Professional Liability Insurance Policy # 58G22494077

Dear Dr. Gregorio Pina

Thank you for your continued participation in the Trust Sponsored Professional Liability Program.

Enclosed is your Trust Sponsored Professional Liability Insurance Renewal. In an effort to conserve resources and "go green" with your renewal, we have not included a copy of your insurance policy form as part of this renewal packet. The insurance policy form was provided to you previously, and the enclosed endorsements included in this renewal packet will reflect changes to your coverage, if any. If you would like a copy of the policy form, you are able to request it by accessing your account at the Online Service Center at www.trustinsurance.com or by contacting our Customer Service Center. We urge you to read this renewal packet and notify us if you believe any changes are necessary.

At the first notice of claim, lawsuit or incident, please contact our Customer Service Center immediately at 1.877.637.9700. We will assist you in providing the necessary information to get your claims process started. Our claims staff is dedicated to listening, understanding, and taking action to route your claim to the appropriate experts working on your behalf.

If you have not already done so, be sure to access your Online Service Center account at www.trustinsurance.com. Your account is available 24 hours a day, 7 days a week, with anytime access to your professional liability insurance form. You can request additional Memorandums of Insurance, view all of your account transactions, submit requests for changes, update your personal information and (if eligible) **renew your policy**. For your convenience we have provided your user name at the bottom of this letter. If you wish to change your customer information, simply log into the Online Service Center and click on Customer Service.

Should you have any questions regarding this correspondence, or for additional information regarding further membership benefits and other membership insurance options, please be sure to contact us at 1.877.637.9700. Our professional staff is available to assist you Monday-Friday 8:30am-6:00pm (est) or visit our website at www.trustinsurance.com. You may also email us your questions at info@trustrms.com.

Sincerely,

Jana N. Martin, Ph.D., President
Trust Risk Management Services, Inc. doing business in TX as Potomac Risk Management Services, Inc.

Licensed Producer - Heath Benas, CA #0D95636, FL #E013597. Principal Place of Business - Maryland. Insurance Carrier - Underwritten by ACE American Insurance Company, Philadelphia, PA. ACE USA is the U.S.-based retail operating division of the ACE Group headed by ACE Limited (NYSE:ACE) and rated A+ (Superior) by A.M. Best and AA- (Very Strong) by Standard & Poor's (ratings as of July 22, 2011). Administered by Trust Risk Management Services, Inc.

OSC User Name: gregpinaphd@gmail.com



ACE American Insurance Company

Psychologists' Professional Liability
Claims Made Insurance
Policy Declarations

PRODUCER NUMBER 273865

DATE OF ISSUE September 18, 2017

**PSYCHOLOGISTS' PROFESSIONAL LIABILITY
CLAIMS MADE INSURANCE POLICY**

THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING
GROUP ASSOCIATION

Item	POLICY/CERTIFICATE NUMBER: 58G22494077																																								
1.	Named Insured: Dr. Gregorio Pina III Address: 1200 S Col Rowe Blvd Ste B9 City, State & Zip Code: McAllen, TX 78501 2954																																								
2.	Policy Period: From: 09/01/2017 To: 09/01/2018 12:01 A.M. local time at the address shown in Item 1.																																								
3.	<table border="1"> <thead> <tr> <th>COVERAGE</th> <th colspan="2">LIMITS OF LIABILITY</th> <th rowspan="2">PREMIUM</th> </tr> </thead> <tbody> <tr> <td>Professional Liability Wrongful Employment Practices</td> <td>\$1,000,000 Each Incident</td> <td>\$5,000,000 Aggregate \$5,000 Aggregate</td> <td>\$998.00</td> </tr> <tr> <td colspan="4" style="text-align: center;">REIMBURSEMENTS</td> </tr> <tr> <td>Licensing Board Defense</td> <td>\$50,000 per Proceeding</td> <td></td> <td rowspan="7">\$45.00</td> </tr> <tr> <td>Other Governmental Regulatory Body Defense</td> <td>\$10,000 per Proceeding</td> <td></td> </tr> <tr> <td>Deposition Expense</td> <td>\$5,000 per Insured</td> <td></td> </tr> <tr> <td>Premises Medical Payment</td> <td>\$2,500 per Person</td> <td>\$75,000 Aggregate</td> </tr> <tr> <td>Assault and/or Battery</td> <td></td> <td>\$1,000 Aggregate</td> </tr> <tr> <td>Loss of Earnings</td> <td>\$500 per Day, per Insured</td> <td>\$15,000 Aggregate Per Incident</td> </tr> <tr> <td colspan="3" style="text-align: center;">Surcharge(s)</td> </tr> <tr> <td colspan="3" style="text-align: right;">Total Premium</td> <td>\$1,043.00</td> </tr> </tbody> </table>	COVERAGE	LIMITS OF LIABILITY		PREMIUM	Professional Liability Wrongful Employment Practices	\$1,000,000 Each Incident	\$5,000,000 Aggregate \$5,000 Aggregate	\$998.00	REIMBURSEMENTS				Licensing Board Defense	\$50,000 per Proceeding		\$45.00	Other Governmental Regulatory Body Defense	\$10,000 per Proceeding		Deposition Expense	\$5,000 per Insured		Premises Medical Payment	\$2,500 per Person	\$75,000 Aggregate	Assault and/or Battery		\$1,000 Aggregate	Loss of Earnings	\$500 per Day, per Insured	\$15,000 Aggregate Per Incident	Surcharge(s)			Total Premium			\$1,043.00		
COVERAGE	LIMITS OF LIABILITY		PREMIUM																																						
Professional Liability Wrongful Employment Practices	\$1,000,000 Each Incident	\$5,000,000 Aggregate \$5,000 Aggregate		\$998.00																																					
REIMBURSEMENTS																																									
Licensing Board Defense	\$50,000 per Proceeding		\$45.00																																						
Other Governmental Regulatory Body Defense	\$10,000 per Proceeding																																								
Deposition Expense	\$5,000 per Insured																																								
Premises Medical Payment	\$2,500 per Person	\$75,000 Aggregate																																							
Assault and/or Battery		\$1,000 Aggregate																																							
Loss of Earnings	\$500 per Day, per Insured	\$15,000 Aggregate Per Incident																																							
Surcharge(s)																																									
Total Premium			\$1,043.00																																						
4.	Retroactive Date 07/17/1987																																								
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). PF15215a, PF33748 , PF15217a (05/07), CC-1K11h (03/14), PF15245a, PF15235a, ALL-4Y30f (06/15), ALL18894b, PF15309a , PF18892b, PF17914 (02/05),																																								
6.	Notice of claim should be sent to: Trust Risk Management Services, Inc. 111 Rockville Pike Ste 700 Rockville MD 20850	All other correspondence should be sent to: Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674																																							
7.	REPRESENTATIVE: Agent or broker: Office address: City, State, Zip Website: Phone:	Trust Risk Management Services, Inc. doing business in TX as Potomac Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674 www.trustinsurance.com 1.877.637.9700																																							



ace group

Renewal Notice

IMPORTANT INFORMATION TO ALL POLICYHOLDERS

AS PART OF OUR EFFORT TO REDUCE OUR USE OF PRINTED PAPER, PLEASE BE ADVISED THAT THE ENCLOSED POLICY DOES NOT INCLUDE A COPY OF THE FOLLOWING FORM: PF15217a Psychologist CM Policy (05/07) WE HAVE NOT INCLUDED THIS FORM BECAUSE SUCH FORM WAS PREVIOUSLY PROVIDED TO YOU AND SINCE THAT TIME, THERE HAVE BEEN NO MATERIAL CHANGES TO THE FORM.

IF YOU WOULD LIKE TO OBTAIN COPIES OF THE FORM(S) PLEASE CONTACT US AT:

<p>TRUST RISK MANAGEMENT SERVICES, INC. doing business in TX as Potomac Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674</p> <p>OR</p> <p>1.877.637.9700 1.877.251.5111 info@trustrms.com www.trustinsurance.com</p>

SIGNATURES

Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2017 to 09/01/2018	Effective Date 09/01/2017
Issued By (Name of Insurance Company) ACE American Insurance Company			


THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA(A stock company)
BANKERS STANDARD FIRE AND MARINE COMPANY(A stock company)
BANKERS STANDARD INSURANCE COMPANY(A stock company)
ACE AMERICAN INSURANCE COMPANY(A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY(A stock company)
INSURANCE COMPANY OF NORTH AMERICA(A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY(A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY(A stock company)
WESTCHESTER FIRE INSURANCE COMPANY(A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

Rebecca L. Collins
 REBECCA L. COLLINS, Secretary


 JOHN J. LUPICA, President



 Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2017 to 09/01/2018	Effective Date 09/01/2017
Issued By (Name of Insurance Company) ACE American Insurance Company			

**Retroactive Date(s)
Designated Individual(s) or Entity(ies)**

It is agreed that, in consideration of the premium charged, and solely with respect to the following designated individual(s) or entity(ies), Item 4. of the Declarations, **Retroactive Date**, is deleted with respect to such designated individual(s) or entity(ies) and replaced with the **Retroactive Date** for such designated individual(s) or entity(ies) listed in below.

<u>Designated Individual(s) or Entity(ies)</u>	<u>Retroactive Date(s)</u>
Gregorio Pina	07/17/1987
The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:
	Return Premium:

All other terms and conditions of this policy remain unchanged.



Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2017 to 09/01/2018	Effective Date 09/01/2017
Issued By (Name of Insurance Company) ACE American Insurance Company			

Additional Insured

It is agreed that in consideration of the premium charged, the individual(s) or entity(ies) designated below shall be an **Insured**, under Section III. PERSONS INSURED, but only with respect to such individual's or entity's liability arising solely out of an **Incident** caused by the sole negligence of another **Insured**:

Additional Insured	Address
HIDALGO COUNTY	PO Box 970 Edinburg TX 78540

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	
	Return Premium:	

All other terms and conditions of this policy remain unchanged.



Authorized Agent



ace group

Texas Notice – Information and Complaints

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free telephone number for information or to make a complaint at:

1 (800) 352-4462

You may also write to the Company at:

ACE USA
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1 (800) 252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact your agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de la Compañía para obtener información o para presentar una queja al:

1 (800) 352-4462

Usted también puede escribir a la Compañía:

ACE USA
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1 (800) 252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



ACE Medical Risk
 Risk Management
 1133 Avenue of the Americas
 32nd Floor
 New York, NY 10036

Phone: 212-703-7000
 Fax: 212-703-7059
 www.acegroup.com

September 18, 2017

RE: RISK CONTROL SERVICES FOR TEXAS POLICYHOLDERS

Commercial Automobile Liability, General Liability, Professional Liability and/or Medical Professional Liability (Other Than Hospitals)

Insurers providing any of the above referenced lines of insurance in Texas are required by Texas law and regulations to maintain or provide accident prevention services for their policyholders. We offer an array of accident prevention services in Texas at no additional charge. These services are intended to help prevent and/or minimize loss.

These services include, but are not limited to: individual risk surveys; improvement recommendations; loss investigation; specific loss problem identification and recommended improvement actions (including, but not limited to, review of policies and procedures used by policyholders to identify causes and trends of incidents and occurrences); and training aids, materials and programs.

We may recommend one or more of these services based upon hazard, experience and size of your Texas operations. You have the choice of receiving or declining any of the services offered. If you wish to decline all of the services or wish to receive only selected risk control service, please indicate that by signing and dating this letter in the space provided below. Please mail or fax to the captioned address or fax number. If you decline all of ACE's risk control services or choose only a support service, such as ergonomics survey, driving training, or other services and not a complete risk survey, we still have a responsibility under Texas law and regulation to monitor your losses. In the event you start to have a loss problem and a trend is established, and/or adverse loss ratio is developed, we will contact you and offer to assist you in addressing the situation.

Sincerely,



Diane Doherty, Assistant Vice President

ACE Medical Risk, Risk Management

- I am aware of the loss control services offered and decline them. I have made other arrangements for these services.
- I wish to obtain the following offered accident prevention services.

- I have no risk control services needs now. I reserve the right to request loss control services within the period.

 (Signature) (Phone #) (Date)

Print Name: _____ Policy # _____

Company Name: _____

Address: _____

City, State, Zip: _____

ACE USA Medical Risk is a business division of ACE USA, the U.S.-based retail operating division of the ACE Group of Companies, headed by ACE Limited (NYSE:ACE). ACE USA, through its underwriting companies, provides insurance products and services throughout the U.S.

One of the ACE USA underwriting companies has undertaken a survey of your premises, equipment, or operations (whichever is pertinent to the type of insurance applied for or provided) for the purpose of supporting the functions of risk underwriting. Any recommendations or information provided is not intended as a substitute for advice from a safety expert or legal counsel you may retain for your own purposes. It is not intended to supplant any legal duty you may have to provide a safe premises, workplace, product or operation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Dr. Gregorio Pina III			Endorsement Number
Policy Symbol CRL	Policy Number 58G22494077	Policy Period 09/01/2017 to 09/01/2018	Effective Date 09/01/2017
Issued By (Name of Insurance Company) ACE American Insurance Company			

Amendatory Endorsement - Texas

It is agreed that with regard to Exclusion H. in the EXCLUSIONS section of the policy, the term "abuse" is defined as follows:

"Abuse" means an act which is committed with the intent to cause harm.

All other terms and conditions of this policy remain unchanged.



Authorized Agent



ACE USA

**Notification To Texas Policyholders (Other Than Hospitals)
Of Loss Control Services For
Medical Professional Liability, Professional Liability,
General Liability and/or Commercial Automobile Liability**

09/01/2017

ACE USA Medical Risk provides medical professional liability, professional liability, general liability and/or commercial automobile liability policyholders (other than hospitals) with loss control services and programs to help them reduce the frequency and severity of losses or injuries in their business. If you would like more information on the specific services and programs that ACE USA Medical Risk can provide, please contact ACE USA Medical Risk, 1133 Avenue of the Americas, 32nd Floor, New York, NY 10036 or call ACE USA Medical Risk at 212-703-7000.



ace usa

**U.S. Treasury Department's
Office
Of Foreign Assets Control
("OFAC")
Advisory Notice to
Policyholders**

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Trust Risk Management Services, Inc. doing business in TX as Potomac Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	CONTACT NAME: Trust Risk Management Services, Inc PHONE (A/C, No, Ext): 877.637.9700 FAX (A/C, No): 877.251.5111 EMAIL ADDRESS: info@trustrms.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 22667

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS-COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Psychologist's Professional Liability Retroactive Date: 07/17/1987		Y	58G22494077	09/01/2017	09/01/2018	Each Incident Annual Aggregate	\$1,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):

CERTIFICATE HOLDER Additional Insured HIDALGO COUNTY PO Box 970 Edinburg, TX, 78540	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 9567029002 ACCESS INSURANCE AGENCY 5115 S BUSINESS 281 SUITE B EDINBURG, TX 78539	956-702-9344	CONTACT NAME: RINA R CASAS PHONE (A/C, No, Ext): 9567029002 E-MAIL ADDRESS: AINSURANCE1@RGV.RR.COM	FAX (A/C, No): 956-702-9344
INSURED GREGORIO I PINA III 1200 S 2ND ST, SUITE B-9 MCALLEN, TX 78501		INSURER(S) AFFORDING COVERAGE	
		INSURER A: PROGRESSIVE COUNTY MUTUAL	NAIC # 29203
		INSURER B: ESSEX INSURANCE COMPANY	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		NOZVA-Z	11/20/2017	11/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		02763633-2	11/05/2017	11/05/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Liability to others Bodily Injury and Property Damage Liability: \$500,000 Combined Single Limits (CSL)
Uninsured/Underinsured Motorist: \$500,000 Combined Single Limits with Uninsured Motorist Property Damage included in CSL
Personal Injury Protection; \$10,000
Comprehensive and Collision Deductibles at \$499
1997 Nissan Pickup VIN# 1N6SD11SIVC308316

CERTIFICATE HOLDER ADDITIONAL INSURED: HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2802 S BUSINESS HWY 281 EDINBURG, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 6, 2017

Gregorio Pina, III, PhD
1200 S. 2nd, Suite B9
McAllen, Texas 78501

via email: gregpinaphd@gmail.com

Re: **HB Form 1295 Required/Renewal/Extension Notice**
C-16-357-12-13 – "Psychological Evaluation Services"- HIDALGO COUNTY

Dear Dr. Pina:

Be advised, that in order to proceed with the with the County's option to extend/renew for an additional **One (1) Year term, under the same rates, terms and conditions** with **Gregorio Pina, III., PhD** for the above-referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §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. In accordance with these requirements for the type of contract/renewal being considered, 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.

Thus, in order for County staff to process the above-referenced extension/renewal; you must complete and file Form 1295 with the Texas Ethics Commission. Form 1295 can be found at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In **box 3** of **Form 1295**, provide **reference No. E-18-EXT-HGO**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on December 19, 2017**, the signed notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: heidi.ortiz@co.hidalgo.tx.us **by no later than Monday, December 11, 2017**. Hidalgo County cannot enter into a contract/renewal until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in a delay of the award.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: heidi.ortiz@co.hidalgo.tx.us by no later than date reflected above.

By: _____
Gregorio Pina, III., PhD

Date: _____

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,


Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hgo

Affidavit of Sole Proprietor

Date: _____

Affiant: _____

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

Affiant _____ states he is a sole proprietor doing business as _____ with Hidalgo County under Contract # _____ dated _____. Affiant will provide Evaluation Services for all Hidalgo County Law Enforcement Agencies which will be approved upon receipt by the Hidalgo County Purchasing Department.

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

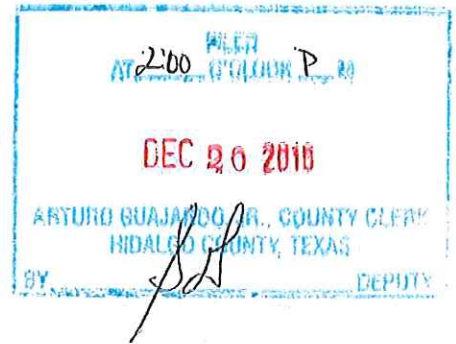
Further Affiant sayeth not.

Printed Name of Affiant: _____

SWORN AND SUBSCRIBED TO under oath before me on _____

Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF HIDALGO §



CONTRACT FOR SERVICES

C-16-357-12-13

THIS AGREEMENT is made effective the 13th Day of December 2016, by and between **HIDALGO COUNTY** (“County”) and **Gregorio Pina, Ph.D.** a resident of Hidalgo County, Texas (hereinafter “Contractor”) to serve at the pleasure of the County.

WITNESSETH:

WHEREAS, County desires to contract with a person to provide the services necessary to act as a provider of Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies (the “Clients”) that are more specifically set forth hereinafter; and

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

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

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

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

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

3. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Hidalgo County Law Enforcement Agency having requested service. Said statement must provide and itemized list of services rendered to Agency during the statement period, based on the following schedule of fees:

Detention Officer Entrance Evaluations	\$235.00 per Evaluation
Peace Officer Entrance Evaluations	\$235.00 per Evaluation
Communications Officer Entrance Evaluation	\$235.00 per Evaluation

Warrant Officer Entrance Evaluation

\$235.00 per Evaluation

Weapon Discharge Evaluations

No Charge per Evaluation

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

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

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

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

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

8. Unless earlier terminated as herein provided, this Contract shall commence on January 3, 2017, and terminate on January 2, 2018. County reserves the right to extend the Contract for a one (1) year term, and this Contract may be extended at the sole discretion of

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

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

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

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

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

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

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

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

If to County:

Hidalgo County Sheriff's Office
P O Box 1228
Edinburg, Texas 78542

Hidalgo County (HIDTA) Task Force
300 S. Closner
Edinburg, Texas 78539

Constable Precinct #1
1902 Joe Stephens Ave., Ste 303
Weslaco, Texas 78596

Constable Precinct #2
300 W. Hall Acres, Ste E
Pharr, Texas 78577

Constable Precinct #3
730 N. Brefogle Rd., Ste B
Mission, Texas 78573

Constable Precinct #4
2814 S. Bus Hwy 281
Edinburg, Texas 78541

Justice of the Peace Pct 1 – P1 1
1902 Joe Stephens Ave, Ste 301
Weslaco, Texas 78596

Justice of the Peace Pct 1 – P1 2
1902 Joe Stephens Ave, Ste 302
Weslaco, Texas 78596

Justice of the Peace Pct 2 – P1 1
300 W. Hall Acres, Ste F
Pharr, Texas 78577

Justice of the Peace Pct 2 – P1 2
300 W. Hall Acres, Ste D
Pharr, Texas 78577

Justice of the Peace Pct 3 – P1 1
730 N. Breyfogle Rd., Ste C
Mission, Texas 78574

Justice of the Peace Pct 3 – P1 2
730 N. Breyfogle Rd., Ste A
Mission, Texas 78574

Justice of the Peace Pct 4 – Pl 1
212 N. 12th Ave.
Edinburg, Texas 78539

Justice of the Peace Pct 4 – Pl 1
222 N. 12th Ave.
Edinburg, Texas 78539

If to Contractor:

Gregorio Pina III, PhD
1200 S 2nd, Suite B9
McAllen, Texas 78501

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

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

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

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

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

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO

By: Ramon Garcia

Ramon Garcia, Hidalgo County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 12/13/16

CONTRACTOR:

By: Gregorio Pina, III

Gregorio Pina, III, PhD

ATTEST: Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

Approved By Commissioners Court On: 12/13/16

Approved as to form:

Atlas & Hall L.L.P.

By: SLC

Stephen L. Crain

Exhibit "A"
Request
For
Proposal
(RFP)
Procurement
Packet



PURCHASING DEPARTMENT
County Of Hidalgo

September 26, 2016

RE: Hidalgo County
Request for Proposals
Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies
RFP No 16-357-10-12-HGO

Dear Respondents:

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

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

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

Sincerely

A handwritten signature in blue ink that reads "Martha L. Salazar" with a stylized flourish at the end.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/hgo

Enclosures

REQUEST FOR PROPOSALS (RFP) CHECKLIST
"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO
COUNTY LAW ENFORCEMENT AGENCIES"

RFP No 16-357-10-12-HGO

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

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

Thank you,



Martha L. Salazar, CPPB, Purchasing Agent

September 26, 2016

Date

RFP NO: 16-357-10-12-HGO

BUYER: Heidi Garcia Ortiz

Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

“PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES” (As Needed Basis)

Contact Person:
Heidi Garcia Ortiz

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



(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 16-357-10-12-HGO

1. Sealed proposals will be received for Hidalgo County for: **"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES"** (as needed basis) in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 16-357-10-12-HGO-"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, October 12, 2016.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 16-357-10-12-HGO - "PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES".

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to heidl.ortiz@co.hidalgo.tx.us BY NO LATER THAN Wednesday, OCTOBER 5, 2016 at 5:00 p.m. Responses will be sent to all applicants by Friday, OCTOBER 7, 2016. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; B. right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; C. award of this contract shall be made to the responsible 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 catalogue numbers and any necessary references.

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

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626
16. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – **"PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY LAW ENFORCEMENT AGENCIES"** (as needed basis)
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - f) Contract number must be indicated on all invoices

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

HIDALGO COUNTY AUDITOR'S OFFICE
 2808 S. Business Hwy 281
 Edinburg, TX 78539
 956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	<u>October 12, 2016</u>
Project/Anticipated Award Date	<u> </u> , 2016
Commence Work or Deliver Products	<u> </u> , 2016

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

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

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by, or on behalf of, a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a sub-contract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

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

Completed CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

- As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP No. (i.e. 2016-357), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: heldi.ortiz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

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

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

22. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
23. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
24. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposers' responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
25. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
26. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.
27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. In the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer falls to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
28. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposers' indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

29. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two (2) business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
31. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
32. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
33. Proposers must provide all documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request for Proposal
Hidalgo County
“PSYCHOLOGICAL EVALUATION SERVICES FOR ALL HIDALGO COUNTY
LAW ENFORCEMENT AGENCIES”
(as needed basis)

RFP NO: 16-357-10-12-HGO

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

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

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

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

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

HIDALGO COUNTY
REQUEST FOR PROPOSAL

**“PSYCHOLOGICAL EVALUATION SERVICES FOR ALL
HIDALGO COUNTY LAW ENFORCEMENT AGENCIES”**

(as needed basis)

Exhibit “A”

RFP NO: 16-357-10-12-HGO

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies" (as needed basis) in order to enter into contract(s) for the service. The scope of the work/services will encompass all aspects of Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies". Requests for Proposals will be accepted until 9:30 A.M., Wednesday, October 12, 2016. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Deliver Submittal to:

RFP Number: 16-357-10-12-HGO

US Postal Mail Address:

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

Physical Address:

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

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

The following outlines the Request for Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County requires that all request for proposals are routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

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

Physical Address:

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

WRITTEN QUESTIONS WILL BE ACCEPTED ONLY UNTIL Wednesday, October 5, 2016 at 5:00 PM via facsimile at (956) 292-7612 or email to heldl.ortiz@co.hidalgo.tx.us. Responses will be sent to all applicants by Friday, October 7, 2016. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closser, 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.**

CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFP packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFP No. (i.e. 2016-357), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: heldl.ortiz@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/toc/1295-linfo.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

PROPOSER'S AFFIDAVIT:

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

NON-DISCRIMINATION:

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

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF BIDS:

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

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

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

HAND DELIVERED PROPOSALS:

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

SIGNING OF PROPOSALS:

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

WAIVING OF INFORMALITIES:

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

SUBCONTRACTING:

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

TERM OF CONTRACT:

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

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

DAVIS BACON ACT:

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

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

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

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposer's understanding of the project needs, the services required, and any local issues or concerns. Include a complete, detailed method of screening in the area of Pre and Post employment

for all law enforcement personnel. Briefly explain how long you have been organized and your business objectives. Include the length of time you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

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

APPROACH:

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

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

PERSONNEL AND STAFFING:

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

REQUIRED CERTIFICATES AND SUBMITTAL:

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

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

SCOPE OF SERVICES:

Hidalgo County is soliciting to contract with psychologist(s) who are qualified to provide services and expertise in the service of Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies on an "as needed" basis and meet the following specifications/requirements:

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

1. Pre-employment screening for prospective law enforcement personnel in any/all law enforcement capacity;
2. Screenings after weapon discharge;
3. A knowledge of the research literature related to the pre-employment and post-employment psychological screening of law enforcement personnel in any/all law enforcement capacity;
4. Conducting psychological evaluations of law enforcement personnel as required by the requesting Department;

5. Interpreting the results of any/all tests conducted as stated above and submitting a written report of the results of such tests and examinations, as required by requesting law enforcement agency;
6. A working knowledge of the Uniform Guidelines on Employee Selection Procedures (1978 or as amended), and associated fair employment issues.
7. A thorough knowledge of the behaviors and characteristics for success in law enforcement and must provide psychological assessment procedures to measure and analyze potential employees' psychological fitness for specified duty.
8. The ability to relate effectively with County's designee. Offeror should function as a team member who works closely with all Hidalgo County Law Enforcement Agencies in the screening process.
9. Serving on general call on a daily basis, except when out of town.
10. Proposer represents that it employs a licensed professional psychologist by the State of Texas and is qualified to perform and execute the services provided above.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

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

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

NUMBER OF COPIES TO BE SUBMITTED:

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

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100 point scoring system. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioners' Court) will review, grade, score and evaluate the proposals received in response to this Hidalgo County request for proposals for the purpose of ranking. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

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

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County Law Enforcement Agencies.

1. **LICENSED PSYCHOLOGIST(S):** (30 Points)
The Licensed Psychologist(s) should provide information related to its qualifications. The Licensed Psychologist(s) must be registered and licensed to practice in the State of Texas. The Licensed Psychologist must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** (20 Points)
 The Licensed Psychologist(s) must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the Licensed Psychologist by Hidalgo County Law Enforcement Agencies. If the Psychologist currently has an active practice, the Psychologist must state in detail how services and requirements will be rendered as detailed for the "Request for Proposal". Psychologist(s) should include any local issues or concerns that directly affect the Psychologist(s) understanding of the project.
3. **COST:** (20 Points)
 Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.
4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** (30 Points)
 The Licensed Psychologist(s) should provide as much background information as to his/her experiences in providing similar Psychological Evaluation Services.

NEGOTIATION PROCESS:

The number one ranked participant will be contacted to submit a contract for negotiations. If negotiations prove unsuccessful, Hidalgo County will terminate negotiations with participant and will contact the next highest ranked participant to begin negotiations. Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of County Law Enforcement Agencies for - Psychological Evaluation Services for All Hidalgo County Law Enforcement Personnel. Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

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

RFP SUBMITTED TO: One (1) original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:

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

Physical Address:

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

RFPs must be submitted by no later than 9:30 a.m. on Wednesday, October 12, 2016. All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

"Psychological Evaluation Services for All Hidalgo County Law Enforcement Agencies"
"POOL FOR LICENSED PSYCHOLOGIST(S)"
RFP NO: 16-357-10-12-HGO
RFP EVALUATION FORM

Exhibit "B"

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

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT C

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

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

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

Midcalgo 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 (MONTH/YR)

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. HOWEVER, STANDARD OR ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY RELY THEREON, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OR SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INDUSTRY	POLICY EFFECTIVE DATE (MONTH/YR)	POLICY EXPIRATION DATE (MONTH/YR)	INSURER	AMOUNT
A GENERAL LIABILITY					
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
<input type="checkbox"/> MANUFACTURING OPERATIONS					
<input type="checkbox"/> CONTRACTORS					
<input type="checkbox"/> PROFESSIONAL LIABILITY					
<input type="checkbox"/> ALL RISK RETAIL/WHOLESALE MERCHANDISE					
<input type="checkbox"/> RETAIL/WHOLESALE MERCHANDISE					
<input type="checkbox"/> RETAIL/WHOLESALE MERCHANDISE					
B AUTOMOBILE LIABILITY					
<input type="checkbox"/> ALL OWNED AUTOS					
<input type="checkbox"/> RENTED AUTOS					
<input type="checkbox"/> BOAT AUTOS					
<input type="checkbox"/> TRAILER AUTOS					
C GLASS LIABILITY					
<input type="checkbox"/> ANY AUTO					
D EXCESS LIABILITY					
<input type="checkbox"/> OCCUR					
<input type="checkbox"/> NON-OCCUR					
<input type="checkbox"/> DEFENSIBLE SETTLEMENT					
E WORKERS COMPENSATION AND EMPLOYERS LIABILITY					
<input type="checkbox"/> WORKERS COMPENSATION					
<input type="checkbox"/> EMPLOYERS LIABILITY					
OTHER					

DESCRIPTION OF OPERATION(S) / LOCATION / VEHICLE / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be limited as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER Hidalgo County Attn: Purchasing Department 2012 S Highway 808, 201 Edinburg, Texas 78830	ADDITIONAL INSURED; INSURER LETTER: 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 INSURED, ITS AGENTS OR REPRESENTATIVES, AUTHORIZED REPRESENTATIVE	CANCELLATION
--	---	---------------------

Insurance Requirement Acknowledgment

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

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

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

Professional Liability (Errors & Omissions): \$ _____

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

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

Authorized Representative

Date

Notice to Proposer:

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

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

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT “D”

CIQ

Conflict of Interest Questionnaire

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 87th 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/Doos/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 \$2,600 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.

PROPOSER'S AFFIDAVIT
Exhibit "E"

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

STATE OF TEXAS
COUNTY OF HIDALGO

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

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

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

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

Notary Public

My commission expires: _____, 20____.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom?: * Texas Building & Procurement Commission * Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: * Yes * No

LIST OF CERTIFIED HUB SUBCONTRACTORS
(Attach additional pages if necessary)

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

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

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

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

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)											
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.											
	Social security number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> </tr> </table>										
	Employer identification number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> <td style="border: 1px solid black; width: 30px; height: 20px;"></td> </tr> </table>										

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 815, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-9.

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1993 only).

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-9.

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

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 801.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(c), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(j)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 804(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, 0 corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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, attorney's fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. 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 (1-800-928-3870).

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

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

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-9.

Part II. Certification

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

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

Signature requirements. Complete the certification as indicated in items 1 through 6, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1993. 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 1993 and broker accounts considered inactive during 1993. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

What Name and Number To Give the Requester

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

* 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, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-829-4490 or submit Form 14039.

For more information, see Publication 4536, 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 coax 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 at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.fta.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

Privacy Act Notice

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

**Certification
Regarding Debarment, Suspension and Ineligibility**

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

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

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

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

Exhibit "B"

Best & Final Offer



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Gregorio I Pina, III, PhD

From: Heidi Ortiz, Buyer III

Date: November 28, 2016

Re: Negotiation for -"Hidalgo County Law Enforcement Agencies-Psychological Evaluations Services" RFP 2016-357-10-12-HGO

Pursuant to action taken by Hidalgo County Commissioner's Court on Tuesday, November 22, 2016 please be advised that you have been selected (ranked) to enter into negotiations with County of Hidalgo for the above-referenced project.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the proposed scope of work and services for the above mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 11:00 a.m. on Tuesday, November 29, 2016.

Best and final offer of the proposed contract rate of \$ *Two Hundred Thirty Five Dollars* ~~for each Psych Eval - 13 for Detention Officer, Telecommunicator Officer & Peace Officer~~

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to: heidi.ortiz@co.hidalgo.tx.us. *No change Detention Officer & School Resource Officer*

Signed: *Gregorio Pina, III, PhD*

Psychologist - Specializing
Title: *For Law Enforcement & Psychologists*

Printed Name: Gregorio Pina, III, PhD

Exhibit "C"

Certificate

Of

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
0587029002 956-702-9344
ACCESS INSURANCE AGENCY
5115 S BUSINESS 281 SUITE B

CONTACT NAME: RINA R CASAS
PHONE (A/C No. Ext): 0587029002
E-MAIL ADDRESS: AINSURANCE1@RGV.RR.COM
FAX (A/C No.): 956-702-9344

EDINBURG, TX 78539

INSURER(S) AFFORDING COVERAGE
INSURER A: PROGRESSIVE COUNTY MUTUAL NAIC# 29203
INSURER B: ESSEX INSURANCE COMPANY

INSURED
GREGORIO I PINA III
1200 S 2ND ST, SUITE B-9

MCALLEN, TX 78501

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADULTS/CHILDREN	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJEOT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	MLPWA	11/20/2016	11/20/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Co. Occ./Incured) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$	<input checked="" type="checkbox"/>	02763633-D	11/05/2016	11/05/2017	COMBINED SINGLE LIMIT (Per accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. BASH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Liability to others Bodily Injury and Property Damage Liability: \$500,000 Combined Single Limits (CSL)
 Uninsured/Underinsured Motorist: \$500,000 Combined Single Limits with Uninsured Motorist Property Damage included in CSL
 Personal Injury Protection; \$10,000
 Comprehensive and Collision Deductibles at \$499
 1997 Nissan Pickup VIN# 1N6SD1161VC308316

CERTIFICATE HOLDER ADDITIONAL INSURED: HIDALGO COUNTY 2802 S BUSINESS HWY 281 EDINBURG, TX 78539 ATTN: HEIDI 956-318-2626; FAX 956-318-2629 heidi.ortiz@co.hidalgo.tx.us	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
---	---

Affidavit of Sole Proprietor

Date: December 13, 2016

Affiant: Dr. Gregorio Pina III

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

Affiant Gregorio Pina III states he is a sole proprietor doing business as Gregorio Pina III with Hidalgo County under Contract # C-16-357-12-13 dated December 13, 2016. Affiant will provide Evaluation Services for all Hidalgo County Law Enforcement Agencies which will be approved upon receipt by the Hidalgo County Purchasing Department.

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

Further Affiant sayeth not.

Gregorio Pina III, Ph.D.

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

SWORN AND SUBSCRIBED TO under oath before me on December 9, 2016

Jose Angel Balderas
Notary Public, State of Texas

