

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-23-0120-11-28
(ARPA-23-115-341)

THIS AGREEMENT is made and entered on this 28th day of November, 2023, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioners Court**, hereinafter called the (“**County**” or “**County**”), and **MILNET ARCHITECTURAL SERVICES, PLLC**, hereinafter called the (“**Firm**” or “**RAS**”).

On or about March 10, 2021, the Federal Government passed the American Rescue Plan Act (“ARPA”), including the Coronavirus State and Local Fiscal Recovery Fund (the “SLFRF”) which provides for direct payments to qualifying units of local governments navigating the impact of the COVID-19 outbreak. Pursuant to the U.S. Department of the Treasury’s guidance, the funds may be used for certain eligible purposes to respond to the pandemic and its economic effects and to replace revenue lost due to the public health emergency, preventing cuts to government services. The guidance goes on to provide specific eligible uses for these funds. The services made the basis of this Agreement are being procured for one of these eligible purposes.

*As such, this Agreement is subject to the requirements applicable to federal awards as provided in 2 CFR 200 and the required contract provisions for contracts subject to federal award found in Appendix II to 2 CFR 200 are applicable to this Agreement and were included as part of the initial procurement packet. Additionally, the ARPA required contract provisions found in the attached **ARPA Addendum** are applicable to this Agreement. All referenced required contract provisions are incorporated herein and made part of this agreement for all purposes, and Parties agree to abide by the same.*

WITNESSETH:

WHEREAS, the County desires to contract with the Firm to provide Americans with Disabilities Act surveying and other required services through a Registered Accessibility Specialist (RAS) for the “**Hidalgo County Public Facilities Survey and Maintenance Services**” project located within **Hidalgo County** (“**Services**”);

WHEREAS, the County has determined that the services of a professional RAS is necessary to carry out the required Services;

WHEREAS, professional RAS services required for the project may be obtained through professional firms such as architectural firms.

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the “Texas

Professional Services Procurement Act”), the County requested Statements of Qualifications (SOQ’s) from professional Architects to establish a yearly pool of qualified professional Architects to assist the County by providing professional Architectural services. A copy of the Request for Qualifications (RFQ) packet, including applicable requirements and specifications, is attached hereto as **Exhibit “A”**, and is incorporated herein for all purposes;

WHEREAS, the Firm, a professional architecture firm, submitted a SOQ in response to County’s RFQ and was pre-qualified to be included in the County’s pool of professional Architects;

WHEREAS, the Firm represents that it provides the RAS Services required by the County and it is qualified and desires to perform such Services;

WHEREAS, the Firm has been selected from the County’s pool of professional Architects to provide the Services as required by County; and

NOW, THEREFORE, the County and the Firm in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

1. Employment of Firm. The County agrees to employ the Firm and the Firm agrees to perform professional Registered Accessibility Specialist (RAS) services in connection with the Services as stated in the articles to follow and for having rendered such Services, the County agrees to pay the Firm compensation as stated in the articles to follow.

2. Requested Services. County requests a survey and evaluation of all County physical facilities as described below for compliance requirements with the Americans with Disabilities Act (ADA) and any other related laws, statutes and/or regulations to be performed and completed by a professional Registered Accessibility Specialist (RAS) who is duly licensed by the State of Texas to perform such services. The survey shall include a comprehensive review for each County facility, identifying any deficiencies that need to be corrected in order for it to be brought into compliance with the above referenced authority. A final deliverable product shall be provided by the RAS to the County to include a comprehensive survey of all facilities and improvement recommendations for each County facility, such as proposed budgets and suggested modifications, to bring facilities into compliance with the above referenced authority. County facilities include but are not limited to, County owned and leased buildings and other premises, County owned parking lots and parks (including those parking lots and parks shared with other entities such as municipalities and schools), other public structures and applicable areas designated by the County.

3. Classification of Services For this Agreement, the professional RAS services to be provided by the **Firm**, are more particularly identified in **EXHIBIT “B” Services to be provided by the Firm’s RAS, Fee/Rates, Work Schedule, County Facility Sites**, attached hereto and

made a part of this agreement (the “Services”). During the term of this Contract, Firm shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained herein. To the extent applicable, services shall be performed within Hidalgo County. Firm agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. County reserves the right to evaluate any services provided by the Firm and to reject the same if not in compliance with the specifications as provided herein. If the County finds it necessary to require changes in the work provided because of errors and/or omissions made by the Firm, the County shall require the Firm to correct the work at no cost to the County and without amendment to the Agreement. These provisions shall continue after completion of the work. Further, Hidalgo County reserves the right to request these services from other sources other than the Firm and shall not be in violation of any terms or conditions of this Agreement.

4. Compensation and Fees. For and in consideration of the services to be rendered by the RAS, the County shall compensate the Firm in the percentages as specified in the billing schedule included in **Exhibit B**, payable against written invoice submitted by Firm in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. Should this Agreement be terminated, County shall only compensate Firm for work completed up to the date of termination and shall be based on a percentage of the work completed at that time.

5. Commencement & Suspension and Completion of Work. After execution of this Agreement, the RAS shall commence the work outlined in this agreement upon receipt of a Notice to Proceed from the County. The County assumes no liability or obligation for payment to the Firm for work performed or costs incurred by the Firm prior to the date authorized by the County for the RAS to begin work, during periods when work is suspended, or subsequent to the Termination Date. County may suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to the Firm, followed by written confirmation from the County to the Firm to that effect. The thirty-day notice may be waived as agreed in writing by both the County and the Firm. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Firm. The sixty-day notice may be waived as agreed in writing by both the County and the Firm. If the County suspends the work, the Termination Date as identified below is not affected, and this Agreement will terminate on the date specified, unless extended by written Amendment duly executed by the Firm and the County prior to the Termination Date. Satisfactory completion of the work shall be upon acceptance and approval by the County of the final deliverable as provided herein.

6. Progress and Coordination. The Firm shall, from time to time during the progress of the work, confer with the County and its **Designated Representative**. At the request of the County or the Firm, conferences shall be provided at the Firm’s office, the office of the County, or at other

locations designated by the County. The Firm shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the RAS's services and work. The RAS shall promptly advise the County in writing of events which have a significant impact upon the progress of the RAS's services and work.

7. Termination Date. This Agreement shall be for a period of **one (1) year(s)**, commencing, **November 28th, 2023** expiring, **November 27th, 2024**, (hereinafter referred to as the ("**Termination Date**")). The Firm shall notify the County in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the Termination Date, and the County may, at the County's sole discretion, extend the Termination Date by written Amendment. The Firm shall allow adequate time for review and approval by the County of the written notice and request by the Firm to extend the Termination Date.

8. Documents/Information Exchange Any information provided by or obtained from the County shall be used by the RAS and Firm for the purposes of this Agreement only and shall remain property of the County. Firm agrees to comply with any applicable confidentiality laws.

9. Licenses/Certifications. As a condition of this Contract, RAS shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority, including the State of Texas, during the term hereof to provide the Services. Firm further represents that RAS is qualified to perform and execute the services described above. If such license or permit is suspended or revoked, this Contract shall automatically be terminated and Firm shall immediately notify the County. Upon request, Firm shall provide the County with all current state certifications, permits, and/or licenses with applicable seals, or as otherwise required by the State of Texas.

10. Equipment. If applicable, Firm shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. All trucks or vehicles operated by the Firm to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Firm who operate such trucks or vehicles shall have the required licenses, qualifications, skill, and expertise to perform such Services and shall comply with all laws, rules, and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

11. Independent Contractor. The Firm must comply with all applicable Hidalgo County policies and with any applicable federal, state, or local laws, statutes, codes, rules, regulations, orders, or ordinances applicable to the Services provided by Firm under this Agreement. Notwithstanding the foregoing sentence, Firm represents and maintains that Firm is an Independent Contractor and is not an employee of the County, or any agency thereof, and

represents and warrants that Firm does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County, including but not limited to benefits associated with Hidalgo County's Civil Service Program. This Contract and the performance by the Parties hereunder does not create an agency relationship or master-servant relationship. Firm agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder. Firm will incur no financial obligation on behalf of the County without prior written approval of the County. Firm will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings. The County will have no right to direct or control the details, manner or means by which Firm or its affiliates provide the Services, except as otherwise set forth in this Agreement. Firm agrees to not take any action that is detrimental to, or not in the best interest of the County.

12. Termination of Agreement. This Agreement may be terminated before the stated Termination Date herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Firm. The County agrees, however, to use best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the Firm and the County.
- (3) By the County without cause upon thirty (30) days written notice to the Firm.
- (4) By the either party, upon failure of the other party to fulfill its obligations set forth herein, after the terminating party provides written notice to the other party and said party has not corrected such failure within thirty (30) days of such written notice by the terminating party.
- (5) By satisfactory completion of all services and obligations described herein.

13. Insurance. Consistent with its status as an independent contractor and at its sole expense, Firm agrees that throughout the duration of the work under this contract and any extension thereof, it shall provide and maintain in full force and effect any and all insurances which may be necessary for providing Services or are otherwise required by law, and shall require of all its sub-consultants

connected with providing services under this contract to provide insurance in full force and effect as well. Insurance policies shall cover, but are not limited to, Firm's activities and all persons, vehicles, equipment, and property connected with providing Services, including but not limited to professional liability insurance covering Firm's activities in providing the services to the County. Coverage shall be in the amounts specified by the County in the Request for Qualifications ("RFQ") or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code. The Firm shall furnish to the County certificate(s) of insurance and all renewals on an Acord form showing the said policy to be in full force and effect during the period of service, identified above. The completed Hidalgo County Certificate(s) of Insurance shall be attached hereto and identified as **EXHIBIT "C"- Hidalgo County Certificate of Insurance**. For each applicable policy, Firm shall name the County as an additional insured. Firm shall notify the County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Firm shall make any other insurance documentation available to the County upon request. The Firm will be considered in breach of contract should the Firm fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined above. Additionally, the Firm covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Project by County.

14. INDEMNIFICATION. FIRM SHALL INDEMNIFY AND HOLD COUNTY, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, DAMAGES, LOSSES AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS CONTRACT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE FIRM'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE FIRM. UPON WRITTEN NOTICE FROM THE COUNTY, THE FIRM WILL RESIST AND DEFEND AT ITS OWN EXPENSE, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE FIRM WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED. THIS INDEMNIFICATION CLAUSE SHALL SURVIVE THIS AGREEMENT AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT ITS SURVIVAL AND ENFORCEMENT BECOME NECESSARY.

15. Notices. Except as may be otherwise specifically provided in this Agreement, 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 a 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 specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

With copy to: Hidalgo County Facilities Management Department
Attention: Facilities Director
3100 S. Business 281
P.O. Box 1356
Edinburg, TX 78539

If to Architect: Milnet Architectural Services, PLLC
Attention: Rodolfo R. Molina, AIA
608 S. 12th St.
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 addresses or if mailed at such time as it is deposited in the United States mail.

16. GENERAL PROVISIONS.

- a. **Assignment.** Except as otherwise herein provided, Firm shall not assign the obligations or rights under this Agreement to any person without the prior written consent of County.
- b. **Conflict with Applicable Laws.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement 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 Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

- d. **Governing Law.** This Agreement 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 Firm hereby consents to personal jurisdiction in Hidalgo County, Texas.
- e. **Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- f. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.
- g. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- h. **Gender and Number.** All pronouns used in this Agreement 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.
- i. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by County and Firm, and not otherwise.
- j. **Purchasing Ethics.** Firm represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:
 - i. 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 County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office 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 County.

- ii. 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 County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- k. **Void Contract.** Firm understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred in the procurement process.
- l. **Nondiscrimination.** Firm, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.
- m. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- n. **Required Contract Provision for Contracts Subject to Federal Award (if applicable).** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.
- o. **Authority to Execute.** The execution and performance of this Agreement by County and Firm have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Firm in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW}

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON NOVEMBER 28th, 2023.

Agenda Item No. 93321

Executive Office: _____

VENDOR:

COUNTY:

MILNET ARCHITECTURAL SERVICES, PLLC COUNTY OF HIDALGO

Rodolfo R. Molina, AIA

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Michelle Lopez, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

EXHIBIT A -Requirements/County's Request for Qualifications (RFQ) Packet

EXHIBIT B - Scope of Services to be provided by Architect, Contract Rates, Work Schedule

EXHIBIT C - Certificates of Insurance

COUNTY OF HIDALGO AMERICAN RESCUE PLAN ACT (ARPA) CONTRACT ADDENDUM

The contract or purchase order to which this addendum is attached is made using federal assistance provided to the County of Hidalgo by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

As such, this contract or purchase order is subject to the requirements applicable to federal awards as provided in 2 CFR 200. Further, in addition to any and all required contract clauses included in the procurement packet incorporated herein and made part of this Addendum and Agreement, including but not limited to those found in **Appendix II to 2 CFR 200** (required contract provisions for contracts subject to federal award) and the included Legal Notice, the following terms and conditions apply to you, the contractor or vendor, as a contractor of the County of Hidalgo, according to the County's Award Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department. This list is not exclusive and shall include any amendments to the referenced required contract clauses, and other required contract clauses and/or any future required contract clauses. Applicable clauses and additional information for contracts subject to federal award may be found in the respective procurement packet (See procurement packet Appendix regarding the same) and are incorporated herein and made part of this Addendum and Agreement.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Minority and Women Business Enterprises (if applicable to this Contract).** Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above. For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. Suspension and Debarment. (applies to all purchases.) (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (C) This certification is a material representation of fact relied upon by the County of Hidalgo. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. **For Purchases over \$100,000 - Contractors must sign the certification included in the Byrd Anti-Lobbying section of the procurement packet APPENDIX entitled- Required Contract Clauses for Contracts under Federal Award.**

5. Access to Records. (applies to all purchases.) (A) The Contractor agrees to provide the County of Hidalgo, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. (B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.) (A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. (C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the County of Hidalgo and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials) (A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: i. Competitively within a timeframe providing for compliance with the contract performance schedule; ii. Meeting contract performance requirements; or iii. At a reasonable price. (B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. (C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "**This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.**"

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.



EXHIBIT A

Requirements/County's Request for
Qualifications (RFQ) Packet



**HIDALGO COUNTY
PROCUREMENT PACKET**

REQUEST FOR QUALIFICATION

RFQ No.: 23-0034-02-24-VBO

**PROFESSIONAL SERVICES POOLS -
ARCHITECTURAL SERVICES**

Acceptance Due Date: February 24, 2023 at 2:00 pm

Eduardo Belmarez, MBA, CPM,
Hidalgo County Purchasing Director

Project Contact Information:

Victor Borrego, Contract Specialist III
(956) 318-2629 Ext: 4877
victor.borrego@co.hidalgo.tx.us

Hidalgo County
REQUEST FOR QUALIFICATION
Professional Services Pools - Architectural Services

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1. INVITATION LETTER

1.1. Summary

RELEASE DATE: Saturday, February 11, 2023

RE: HIDALGO COUNTY - REQUEST FOR QUALIFICATIONS

RFQ NO.: 23-0034-02-24-VBO – Professional Services Pools - Architectural Services

Dear Prospect Offeror:

Hidalgo County Purchasing Department welcomes and appreciates your interest and participation. For your review and consideration, enclosed find the procurement packet for the aforementioned project. Modifications and new requirements have been added and implemented. Please ensure to carefully read and review all instructions, requirements and specifications. All times referenced in this procurement packet are Central Standard Time – CST.

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

Sincerely,

Eduardo Belmarez, MBA, CPM

Hidalgo County Purchasing Director

1.2. Contact Information

Victor Borrego

Contract Specialist III

Email: victor.borrego@co.hidalgo.tx.us

Phone: [\(956\) 318-2629](tel:(956)318-2629) Ext: 4877

Department:

Hidalgo County

1.3. Timeline

Release Project Date	February 11, 2023
Question Submission Deadline	February 15, 2023, 5:00pm
Question Response Deadline	February 17, 2023, 5:00pm

<p>Proposal Submission Deadline</p>	<p>February 24, 2023, 2:00pm (All times referenced in this procurement packet are Central Standard Time –CST)</p> <p>The proposal opening is open to the public. Proposal opening participants may attend the proposal opening in person at the Hidalgo County Purchasing Department (or designated location) or via a live stream (link below) or by calling in on the day of the event. Please be advised, public attendance at any in-person Proposal opening may be limited due to capacity and will be on a first-come-first-serve basis.</p> <p>Live stream: https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09</p> <p>Meeting ID: 964 6467 6754</p> <p>Passcode: 545411</p> <p>Dial by your location: +1 346 248 7799 US (Houston)</p> <p>To find your local number: https://hidalgocounty.zoom.us/u/abObUBYixl</p> <p>Join by SIP: 96464676754@zoomerc.com</p>
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2. SUBMISSION DETAILS

2.1. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response. Respondents shall submit their response using one (1) of the following methods (**DO NOT** duplicate submittals by submitting both an electronic and hard copy response. Respondents shall select one only (1) method to respond):

- A. Submit responses electronically via the PORTAL: <https://procurement.opengov.com/portal/co-hidalgo-tx> on or before Friday, February 24, 2023, at 2:00 pm. **OR;**
- B. Submit one (1) hard copy and two (2) USBs in original PDF format via personal hand-delivery or delivery service on or Friday, February 24, 2023, at 2:00 pm.

Any Proposal received after this deadline will not be accepted and will be returned unopened to the sender.

2.2. HAND DELIVERED SUBMISSION

When hand delivering the packet, Proposer should make sure that the package is stamped with the date and time received by the Hidalgo County Purchasing staff.

DELIVER TO:

US Postal Mail Address:

- Eduardo Belmarez, MBA, CPM Purchasing Director
- ATTN: Victor Borrego
- Hidalgo County Purchasing Department
- Administration Building
- 2812 S. Business Hwy 281
- Edinburg, Texas 78539

Physical Address:

- Eduardo Belmarez, MBA, CPM Purchasing Director
- ATTN: Victor Borrego
- Hidalgo County Purchasing Department
- Administration Building
- 2802 S. Business Hwy. 281
- Edinburg, Texas 78539

FIRM INSTRUCTIONS

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single-spaced, and printed one-sided on 8 ½” by 11” paper.
- One (1) hard copy, marked “ORIGINAL” and two (2) USBs in PDF format. The original document must be submitted with a Cover Page containing the information listed in the Submission Outline/Checklist, under the Submission Cover Page.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the firm’s name and the RFQ number. Responses that are not identified with the RFQ number on the outside, will be at risk of rejection.

SUBMISSION OUTLINE/CHECKLIST

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided within this solicitation. **For the hand delivery option, the solicitation packet can be found under the [#ATTACHMENTS](#) section:**

A. Cover Sheet

1. Company Name, Company Address, Company Phone Number
2. Project Name: Professional Services Pools - Architectural Services
3. Procurement Number: 23-0034-02-24-VBO
4. Opening Date: Friday, February 24, 2023
5. Opening Time: 2:00 pm

B. Table of Contents

C. Required Documents

1. Legal Notice Declaration
2. Appendix "B" - Areas of Specialization
3. Appendix "C" - Insurance Requirements
 - a. Proof of Insurance
 - b. Insurance Requirement Acknowledgement
 - c. Project Requirements Acknowledgement
4. Appendix "D" - Conflict of Interest Questionnaire
 - a. CIQ Form - Copy of County Clerk File with fee receipt (when applicable)

5. Appendix "E" - Vendor Enrollment Solution and HUB Declaration
 - a. Vendor Enrollment Solution
 - b. HUB Declaration
6. Appendix "F" - Certification Regarding Debarment
 - a. Signed Certification
 - b. SAM.gov Registration Acknowledgement
7. Appendix "H" - Required Contract Clauses For Contracts Under Federal Award
 - a. Byrd Anti-Lobbying Contract Clause
 - b. 2 CFR 200 Certification
8. Appendix "J" - Respondent's Affidavit
9. Appendix "L" - Deficiencies and Deviations Form (when applicable)
10. Appendix "M" - References
11. Addenda (when applicable; see Addenda under Legal Notice)
12. Company/Firm Response
 - a. Section I: Understanding of The Project
 - b. Section II: Firm Information
 - i. Firm History
 - ii. Personnel and Staffing
 - iii. Proof of Licenses and Certifications
 - c. Section III: Firm Experience and Qualifications
 - i. Competency
 - ii. Experience and Recent Projects
 - iii. References
 - d. Section IV: Scope of Services
 - i. List of Services
 - ii. Narrative
 - e. Section V: Miscellaneous

2.3. ELECTRONIC SUBMISSION

Hidalgo County Purchasing Department will only accept electronic responses that are submitted via the PORTAL: <https://procurement.opengov.com/portal/co-hidalgo-tx>. The COUNTY will NOT accept telegraphic, emailed, nor responses submitted via facsimile.

*When submitting a response electronically, the firm will be required to complete all the sections found in this solicitation in order for the submission to be valid.

3. **PROCUREMENT OVERVIEW**

THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this solicitation. Further, the Respondent is responsible for providing any and all relevant information necessary to submit a response. Failure to do so will be at the Respondent’s risk and may result in rejection of the response as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your proposal package is complete.

3.1. INTRODUCTION

Hidalgo County (hereinafter referred to as “COUNTY”) is seeking qualified firms interested in providing comprehensive professional services as part of our 2023 Professional Services Pools. Qualified Respondents may then be engaged from the pool to provide professional services on an “As Needed Basis” or on a “Project-Specific Basis”. Sealed qualifications will be received for “Hidalgo County (including all funding sources, programs, and entities) Professional Services Pools - Architectural Services, in accordance with the requirements attached hereto as Appendix “A”. Inclusion into the specified Pool is based on qualifications and other factors as herein set forth. The qualifications should address all requirements. Respondent may suggest substitutions of features which they feel would be in the best interest of COUNTY; however, a strong rationale must be presented for any deviation from the requirements. COUNTY reserves the right to reject the deviation and its effect on the overall qualification.

Hidalgo County is requiring all submitted qualifications are to remain firm for a minimum of ninety (90) days after the RFQ opening.

3.2. AWARD

Hidalgo County anticipates accepting all qualified firms to our Pool. No award can be made until approved by Hidalgo County Commissioners Court. This RFQ does not obligate Hidalgo County to the eventual purchase of any product and/or service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Hidalgo County, and may be terminated at any time prior to execution of an agreement.

3.3. TERM OF POOL

The term of this pool shall be for a period of one (1) year commencing on the date approved by the Commissioners Court or as designated. The information provided in this Request for Qualification (hereinafter referred to as “RFQ”) is only to be used for the purpose of preparing a submission for the above-referenced pool.

3.4. SUBMISSION OPTIONS & REQUIREMENTS

Respondents have two (2) options for submitting a response and shall select only one (1) method to respond. Please see Section 2 – Submission Details above for submission options, procedures, and requirements. Any Proposal received after the provided deadline will not be accepted and will be returned unopened to the sender.

3.5. PROPOSAL OPENING STREAMING

Please find the proposal opening information included in Section 1 – Invitation Letter

3.6. HAND DELIVERED SUBMISSION

If Respondent chooses to hand deliver its submission, whether personally or via delivery service, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

3.7. ELECTRONIC SUBMISSION

If Respondent chooses to submit its response electronically, it must follow the procedures and requirements set for in Section 2 – Submission Details above.

3.8. SIGNING OF SUBMISSION

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **For hardcopy submissions, please sign the original in blue ink and ensure the copy is clearly labeled. For electronic submissions, please ensure all appropriate certifications are marked.**

3.9. QUESTIONS AND ANSWERS

Questions must be submitted via the PORTAL'S Question and Answer Tab (Q&A) no later than Wednesday, February 15, 2023, at 5:00 pm. Responses to properly submitted questions will be published in the PORTAL and emailed to all planholders who are listed as a Follower in the PORTAL. Telephone inquiries will not be accepted.

3.10. RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the Proposer to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition or request clarification of any requirements that are ambiguous. Any such protest or question regarding the requirements or proposal procedures must be received in writing via the PORTAL'S Q&A Tab by the deadline stated for Questions and Answers.

3.11. COST OF SUBMISSION

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Proposer acknowledges it is submitting a response at their own risk and expense. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County.

3.12. WAIVING OF INFORMALITIES

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

3.13. NOTICE OF COMMUNICATION

All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department. No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Hidalgo

County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that this procurement packet is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

4. LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as “Offeror”, “Vendor”, “Respondent”, or “Contractor”) submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as “Procurement Packet”) made by the County of Hidalgo (hereinafter referred to as “Hidalgo County” and “County” or any other governing body/agency for which the Hidalgo County Purchasing Department has been authorized to perform procurement services.

It is the Offeror’s sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Hidalgo County’s interpretation shall govern.

The following is a link to all adopted Hidalgo County policies (<https://www.hidalgocounty.us/805/County-Administrative-Policies>), which for all purposes, when applicable and whether specified explicitly or not, are incorporated by reference as part of this procurement packet and any resulting agreement.

4.1. ACCEPTANCE OF SUBMISSION

Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror’s submitted response is to remain firm for a minimum of ninety (90) days after opening. Hidalgo County is not responsible for any missing, lost, or late submissions.

4.2. ACCESS TO RECORDS

In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.

4.3. ACCOUNT CREATION FOR PAYMENT

Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor’s Office in order to establish an account with the County for payment, including information requested on Hidalgo County Vendor Enrollment Solution, **Appendix “E”** on this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor’s Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

4.4. ADDENDA

When specifications interpretations, amendments, corrections or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released Addenda will be e-mailed to all point of contact(s) who are Following the solicitation in the PORTAL, and are listed as a “Follower” (planholder) in the PORTAL.

4.5. ASSIGNMENT

The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court (hereinafter referred to as “Commissioners Court”), or other applicable governing body.

4.6. AWARD

Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on **Appendix “B”**, in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, and to reject any or all submissions received. After Hidalgo County Commissioners’ Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

4.7. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The County will search a database maintained by the Texas State Comptroller which contains relevant vendor information. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations and Hidalgo County Policy & Procedures applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

4.7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252. Pursuant to the Texas Government Code, including but not limited to Chapter’s 2252, 806 and 807, the Offeror warrants, represents, certifies and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

4.7.2 Breach of Ethics. Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

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 response to a request therefore pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

4.7.3 Bonds. If this procurement packet requires submission of bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the Projects Requirements Acknowledgement listed in **Appendix “C”**. Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

4.7.4 Boycott Energy Companies Verification – TEX. GOVT. CODE 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not boycott energy companies, and it will not boycott energy companies during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declarations page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov’t. Code §809.001(1), "Boycott energy company" means “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)”.

As per Ch. 2274(c), this verification requirement does not apply to the County if it determines that this requirement is inconsistent with the County's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

4.7.5 Boycott Israel Verification - TEX. GOVT. CODE 2270. In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract, if the Contract has a value of \$100,000 or more.

4.7.6 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion. The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, or state assistance, as described under Executive Order 12549, “Debarment and Suspension.” The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to

furnish a certification or acknowledgement stating that they are free from suspension and debarment through registration on System for Award Management at www.sam.gov with their response.

4.7.7 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate. When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of \$2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et al., as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

4.7.8 Disclosure of Conflict of Interest.

4.7.8.1 As an Offeror. Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror's employees and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County's elected official, department head, or employee, or a member of their family, received any gifts valued in excess of \$250 during the preceding twelve (12) month period, or employment of any County's elected official, department head, or employee, or the County official's family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

4.7.8.2 Certificate of Interested Parties (Form 1295). Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code, requires all parties who enter into any contract with the County which must be approved by its governing body, to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

4.7.8.3 Collusion. The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. Respondent's Affidavit (**Appendix "J"**) must be included in the response.

4.7.8.4 Consultants Excluded from Competition. An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited, and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

4.7.8.5 Disclosure of Interested Parties (Form CIQ). Offeror must fully disclose the existence of any relationships as defined above in its response to this procurement packet. The Conflict of Interest Questionnaire (CIQ), attached hereto as **Appendix “D”**, must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. Hidalgo County Clerk contact information may be found at <https://www.hidalgocounty.us/161/County-Clerks-Office>. **Completion and submission of Form CIQ is the sole responsibility of the Offeror.** Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

4.7.8.6 Disclosure to Report Lobbying. When applicable, pursuant to 31 U.S.C.A. §1352 (2003), if at any time during the contract term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying” as detailed in **Appendix “H”**.

4.7.9. Discrimination Against Firearm Entities or Trade Associations Verification - Tex. Gov’t. Code Ch. 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Contract, if it is a contract for goods or services that has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declaration page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov’t. Code §2274.001(3), except as otherwise indicated, to "discriminate against a firearm entity or firearm trade association " means “with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association”.

As per Ch. 2274, this verification requirement does not apply to the County if it contracts with a sole-source provider, does not receive any bids from a company that is able to provide the required written verification above, or the contract is exempt from compliance under Tex. Gov’t. Code sec. 2274.003 relating to the issuance, sale or delivery of notes.

4.7.10 Disqualification of Offeror. By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo County certifies that the Offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws. If multiple submissions are made by an Offeror and after they are

opened, the Offeror requests to withdraw one of the submissions is requested to be withdrawn, the result will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

4.7.11 Ethical Business Practices. Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, eduardo.belmarez@co.hidalgo.tx.us.

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.

4.8. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS (CONTINUED)

4.8.1 Historically Underutilized Business/Disadvantaged Business Enterprises. The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors as listed in **Appendix "E"**.

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses subcontractors take affirmative steps set forth in 2 CFR 200.321, including:

- A. Placing qualified small and minority business and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- F. Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

When procurement is related to road construction projects with the Texas Department of Transportation (TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

4.8.2 Independent Contractor. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that the County has no supervision of the performance of the Services provided by Vendor, and that Vendor is an independent contractor under an award through this procurement packet.

4.8.3 Nondiscrimination. By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law.

Offeror, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications).

4.8.4 Texas Public Information Act. The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and **submissions are subject to inclusion into the public record after award.** To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET". Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its e-mail addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

4.8.5 Title VI Notice. The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Further, Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as attached hereto as **Appendix "G"**. Offeror agrees to comply with Title VI as may be required. The Hidalgo County Title VI Nondiscrimination Plan may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan>.

4.9. CONTRACT OBLIGATION

Before a contract becomes binding on Hidalgo County or the Offeror, it must be awarded by the Hidalgo County Commissioners Court, signed by the Hidalgo County Judge, funds for it must be certified by the

Hidalgo County Auditor, and an official Hidalgo County Purchase Order must be issued for it by the Hidalgo County Purchasing Department. Elected officials, department heads, other County employees or representatives are NOT authorized to sign agreements for Hidalgo County, unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.

4.10. CONTRACT RENEWALS

Any extension or renewal of the agreement entered into by the parties are made at the County's sole discretion and under the same rates, terms and conditions as the initial agreement, or as amended.

4.11. CONTRACT TRANSITION (Grace Period)

In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department, until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration/termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

4.12. COST OF GOODS AND SERVICES

Discount payments will be considered when offered. If during the life of any contract, or response awarded, the successful respondent'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 Hidalgo County. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

4.13. COUNTY APPROVED HOLIDAYS

There are fourteen (14) County approved holidays. The Offeror is advised that official County business will not be conducted on those dates. The link of approved holidays can be found on:

<https://www.hidalgocounty.us/115/County-Holidays>.

4.14. EVALUATION

Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to evaluations and negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation.** A preliminary evaluation by Hidalgo County will be held and appropriate responses will be subjected to the negotiating process and a request for a Best and Final

Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have been submitted shall be available and open for public record after the contract is awarded, except for trade secrets or confidential information contained in the responses and identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.

4.15. FISCAL FUNDING

Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized “Grant Funding” rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

4.15.1 General Funding. A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal and re-delivery shall be the responsibility of the Vendor.

4.15.2 Grant Funding. Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Offeror understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the contract shall be null and void.

Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in **Appendix “H”**. It is the County’s intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

4.16. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party’s responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party’s conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

4.17. GOVERNING LAW

This procurement packet is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and venue shall be performable in a federal or state court or competent jurisdiction in Hidalgo County, Texas. Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.

4.18. HIPAA COMPLIANCE

When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

4.19. INDEMNIFICATION

The successful Offeror, shall indemnify, defend, save, and hold Hidalgo County, all its elected officials, officers, agents and employees harmless 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 directly or indirectly from contractor's performance on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Offeror shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County by counsel reasonably acceptable to the County. The Successful Offeror 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 and services provided by successful Offeror.

4.20. INSPECTIONS & TESTING

Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate.

The successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material,

workmanship and the like. Items supplied under a contract pursuant to this procurement packet shall be subject to the County's approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (2) business days at no expense to the County. Items that are not picked up within one (1) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items' nonconformity.

4.21. INSURANCE

Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this procurement packet. Certification of such coverage must be provided to the County as part of this response. (See **Appendix "C": Insurance Requirements**). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

4.22. LEGAL DOCUMENTS

Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney's Office.

4.23. MAINTENANCE

Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on Appendix "B". If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

4.24. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. As such, upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that may warrant an adjustment in bid prices contained in the contract. When applicable, the following procedure and conditions may be employed to mediate price volatility:

- A Vendor shall:
 - make its Market Volatility and Unit Price Adjustment request in writing to the County Purchasing Agent.
 - tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the Vendor of the price changes.

- put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- notify the County at the time when the Vendor's costs for items, supplies, and or services reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- Price adjustment reviews may only be requested by the Vendor on a quarterly basis; however, the County may at its own discretion, conduct temporary price adjustment reviews at any time.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- The County may only grant a price increase if the evidence presented is deemed reliable.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.
- Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- Price increases are only valid for the quarter in which they are requested and approved.
- Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension.
- The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4.25. MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.

4.26. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS

With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on **Appendix "A"**. A prospective respondent, by submitting a response, represents to County that it meets the requirements listed.

4.27. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with Offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

4.28. NEW MILLENNIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

4.29. PAYMENT UNDER CONTRACT

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.

4.30. PERFORMANCE ENFORCEMENT

Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.

4.31. POST-AWARD DELIVERY INSTRUCTIONS

Title and Risk of Loss of goods shall not pass to Hidalgo County until Hidalgo County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (72) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the Requirements/Specifications

attached hereto as **Appendix "A"** of this procurement packet and/or on the Purchase Order as a "Deliver To:" address.

4.32. POST-AWARD INVOICES AND PAYMENTS

Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. All payments are subject to compliance with the Texas Prompt Payment Act.

Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. No charges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract. For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy. 281, Edinburg, Texas 78539, (956) 318-2511.

4.33. PROCEDURES FOR VENDOR PROTEST

Any potential Offeror has the right to protest a solicitation packet or contract award. Details for these procedures can be found on our County website: <https://www.hidalgocounty.us/143/Purchasing-Department>. The Vendor also understands that an awarded contract may immediately become void if the County determines that a lack of compliance with applicable policies and/or statutes has occurred at any time, whether in the procurement process, or after award.

4.34. PROCUREMENT PACKET FORM COMPLETION

When submitting procurement packet response, Respondents must follow the procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview. An authorized representative of the Offeror should complete all necessary response documentation. **Failure to complete required forms or provide required information and/or to follow procedures and/or requirements may be cause to reject the entire response.**

4.35. PROCUREMENT PACKET SUBMISSION

4.35.1 Offeror must submit all completed responses in accordance with the provisions, procedures and requirements provided within the procurement packet, including, but not limited to those found in the Invitation Letter, Submission Details and Procurement Overview by the date and time indicated therein. **Failure to follow packet submission requirements may be cause to reject the entire response. Late submissions will not be accepted for any reason.**

4.35.2 Supplemental Materials. Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the procurement packet and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Offeror wishes to include as a condition of the

submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

4.36. PROOF OF BUSINESS

Offeror must be in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the Vendor Application, **Appendix “E”**.

4.37. PURCHASE ORDER AND DELIVERY

The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on **Appendix “B”**. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly.**

Goods and/or Services must not be provided and **invoices will not be paid** without a purchase order signed by the Hidalgo County Purchasing Director.

4.38. QUALIFICATIONS OF OFFEROR

Offeror’s failure to qualify or maintain qualifications throughout the term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re-advertise.

4.39. RECYCLED MATERIALS

Hidalgo County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Hidalgo County will be the sole judge in determining product preference application.

4.40. REFERENCES

If applicable, unless otherwise indicated, Offeror must provide a total of four (4) references in each response to a solicitation requested by Hidalgo County. **One of the four references listed should be of a project that was canceled. If Offeror has not had a project cancelled, then please indicate so.** Offeror may provide this in form of Reference Letters from other individual(s)/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as demonstration of their prior experience, or if Offeror prefers, may utilize the Reference Form Appendix “M”. Letters or reference sheet must include the following information

- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).

- Name of Contact Person
- Contact Telephone, Address and Email
- Name of Project
- Scope of Work
- Contract Period
- Budget Project Amount; Actual Project Amount
- Expected project timeframe; actual project timeframe
- Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled. If Offeror has not had a project cancelled, then please indicate so.

4.41. SCANNED OR RE-TYPED RESPONSE

If in its response, Offeror either electronically scans, re-types, or in some way reproduces the County's published procurement packet, then in the event of any conflict between the terms and provisions of the County's published procurement packet, or any portion thereof, and the terms and provisions of the response made by the Offeror, the County's procurement packet as published shall control. Furthermore, if an alteration of any kind to the County's published procurement packet is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, the response must be submitted according to the instructions contained within this procurement packet.

4.42. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

4.43. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

4.44. SUBCONTRACTING

Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

4.45. TAXES

Hidalgo County is exempt from all federal excise, state and local taxes unless, otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project specific awards. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.

4.46. TERM OF CONTRACTS

If the contract is intended to cover a specific time period, the term will be specified in the **Procurement Overview**. Awarded contract will be in effect until (a) the term expires, or (b) participation is terminated by County with thirty (30) days written notice prior to cancellation with or without cause. Any supplemental project-specific contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by the County with thirty (30) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.

4.47. TERMINATION

Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice, unless otherwise stated in the executed agreement.

4.48. TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Hidalgo County has the option to terminate this contract immediately without prior notice if Offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

4.49. USAGE REPORTS

Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost and total amount of all services purchased.

4.50. WAIVER OF SUBROGATION

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hidalgo County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under any award resulting from award from this procurement packet.

4.51. WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hidalgo County may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Hidalgo County may correct at the Offeror's expense.

4.52. CIVIL WORKS, CONSTRUCTION & PUBLIC WORKS PROJECTS

Provisions of Tex. Govt. Code Ch. 2269 as amended by HB 2581 of the 87th Texas Legislature applicable to Civil Works and Construction Projects are hereby incorporated. Provisions of Texas Local Govt. Code Ch. 271, subchapter B applicable to competitive bidding on certain public works projects are hereby incorporated.

5. APPENDIX A - REQUIREMENTS/SPECIFICATIONS

5.1. Professional Services Pools - Architectural

REQUIREMENTS/SPECIFICATIONS

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

SECTION I: UNDERSTANDING OF THE PROJECT (Limited to 3 Pages)

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

SECTION II: FIRM INFORMATION:

a. Firm History - This section should include the Firm's history, its background, and identify the principal officers. It should include an organization chart, a description of the project team organization, and names of team members. This section should also identify the total number of Professional Architects the firm has on its staff. Additionally, it should state the firm's commitment and ability to commence services immediately after successfully negotiating a contract for services and a statement regarding its Affirmative Action Program.

b. Personnel and Staffing - This section should identify all members on the organizational chart, 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. A one (1) page biographic summary provided with a history of architectural certification from the Texas Board of Architectural Examiners for each proposed staff member, and a one (1) page general list of projects with brief project summaries that respective proposed staff member was a part within the last 12 consecutive months, and identify their role in each project.

This section should also outline the firm's contingency plan for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

c. Proof of Licenses and Certifications - This section will contain copies of any and all current state certifications and licenses with applicable seals, and any other applicable licenses and certifications as required by the State of Texas.

SECTION III: FIRM EXPERIENCE AND QUALIFICATIONS (limited to 10 pages)

a. Competency - This section should demonstrate the firm's competency by demonstrating they are knowledgeable in Federal, State, and County-funded general construction projects located within Hidalgo County, or this general region of the state, and are registered and licensed Architects able to practice in the state of Texas, and have experience but not limited to, the following:

- General Design and Construction
- Federal, State, County Funded Construction Projects

b. Experience and Recent Projects - This section should include a description of the firm's most recent and varied projects (other local government projects preferred), and identify the personnel that was key in each project. Identify key challenges and the firm's solution to overcoming such challenges. For each project, a client contact name and phone number should be included for reference purposes.

c. References – This section should list four (4) references, other than past or present employees of Hidalgo County, who can verify your performance as a Firm within the past 24 months. Performance includes, but is not limited to, sales and/or services, delivery, invoicing, and other items as may be required for Hidalgo County to determine Respondent's ability to provide the intended goods and/or service of this procurement packet. Hidalgo County prefers references to be from Government customers. The name, address, and phone number of the person(s) listed should be the one most closely associated with your company's performance on that specific project. References must be able to verify the quality of service Respondent's firm provided and that the Respondent has completed a project of similar size and scope of work in this solicitation. Inaccurate, obsolete, or negative responses from the listed references could result in the rejection of your response. One of the four references listed should be of a project that was canceled with a description of why the project was canceled. Failure to supply the required references may deem your response as non-responsive and will not be considered for award.

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation from this may result in the rejection of your response. You may use your own format, or use the Reference Form included in Appendix "M".

Section IV: SCOPE OF SERVICES

a. List of Services - The Architectural services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the ability to perform the following:

- ADA Compliance
- Building Design
- Code Analysis
- Construction Contract Management
- Cost Estimation
- Design and Construction of Multi-Level Parking Structure
- Design for Alterations and Renovations
- Design for New Construction
- Field Testing and Inspection
- Forensic Studies
- Interior Design
- Master Planning
- Needs Assessment

- Plans, Drawings, and Specifications
- Pre-Design Services
- Space Planning
- Space Programming

b. Narrative - This section should include the firm's philosophy, approach(s), and preferred methodology for meeting requirements, deliverables, and the aforementioned services listed in the Scope of Services. Provide the greatest amount of meaningful detail possible to describe the proposed products and/or services. Indicate if your firm can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If your firm is not able to meet the specification, briefly explain why by noting any concerns or issues Hidalgo County should be aware of. Provide a timeline indicating deliverables, firm responsibilities, and resources needed from Hidalgo County. Merely reiterating the specifications is strongly discouraged, as they do not provide insight into the firm's ability to meet the specifications.

Section V: MISCELLANEOUS

Any additional information the firm deems appropriate to the response may be included in this section.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, the proposer is to provide a fee proposal based on the scope of work.

6. APPENDIX B - EVALUATION PROCEDURE

It is Hidalgo County’s intent to comply with the requirements of Chapter 262 of the Texas Local Government Code and the Professional Services Procurement Act, Chapter 2254 of the Texas Government Code. It will select the most highly qualified provider of the professional service on the basis of demonstrated competence and qualifications and then attempt to negotiate with that provider a contract at a fair and reasonable price.

POOL ACCEPTANCE

It is Hidalgo County’s intention that all responses that met the requirements listed within this procurement packet will be accepted in the respective annual pool.

AWARD PROTOCOL

A firm can be selected from the approved Pool for 1) an On-Call Agreement, or 2) Project Specific; regardless of the option, once a project has been identified and it is determined that the services specific to this procurement packet are required, approval to seek engagement for Professional Services is requested from the Hidalgo County Commissioners Court. The following protocol and procedures are utilized:

1. Hidalgo County Commissioners Court, Elected Official, or User Department in need of the Professional Service will nominate, at the minimum, 3 firms. The firms selected must be able to complete the project requested, and if specializations are available, those specialized firms should be considered for nomination first.
2. Hidalgo County Commissioners’ Court, Elected Official, or User Department will select the Evaluation Committee.
3. The Evaluation Committee will review, score and evaluate the Statement of Qualifications received in this response.
4. A Scoring Grid will be presented to Hidalgo County Commissioners Court for the purpose of Ranking and Approval for the Hidalgo County Purchasing Department to enter into negotiations with the number one (1) ranked firm.

EVALUATION CRITERIA

Award shall be made to the responsible firm whose proposal is determined to be the best-evaluated offer resulting from negotiations and taking into consideration all aspects of proposal impact items and the Evaluation Criteria as stated in **Appendix “B”**.

- Professional qualifications and experience of the firm and its staff with a minimum of predetermined number of years of relevant experience and demonstrated success in providing the services requested in this solicitation;
- Ability to commit resources and turnaround time for services requested;
- Pricing;
- Experience with other clients of similar size to Hidalgo County and government entities;

- Firm's professional reputation for integrity and compliance with state and federal law, including having the appropriate license to do business in Texas;
- Past performance history with Hidalgo County (if applicable);
- Experience based on references submitted with the firm's proposal; and
- Overall quality of the firm's proposal.

Submission of a proposal implies the firm's acceptance of the evaluation criteria and the firm's recognition that subjective judgments must be made by the Evaluation Committee. Pricing will be taken into consideration AFTER evaluation as part of the process in compliance with Chapter 2254 of the Texas Government Code.

EVALUATION PROCESS

All proposals will be examined by an Evaluation Committee consisting of various Hidalgo County personnel and Hidalgo County Purchasing on a 100-point system.

Proposals that do not conform to the instructions or which do not address all the services as specified may be eliminated from consideration; however, Hidalgo County reserves the right to accept such a proposal if it is determined to be in the best interest of Hidalgo County.

While Hidalgo County appreciates a brief, straightforward, concise reply, the proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the proposer. The proposal response may be incorporated into any contract which results from this procurement packet, and firms are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the firm to meet such claims will result in a requirement that the firm provides resources necessary to meet submitted claims, without extending an additional cost to Hidalgo County.

Hidalgo County Purchasing Department may initiate discussions with selected firms; however, firms may not initiate discussions. Firms shall not contact any Hidalgo County personnel during the procurement process without the expressed permission from the Hidalgo County Purchasing Department. Hidalgo County Purchasing Department may disqualify any firm that has made site visits, contacted Hidalgo County personnel, or distributed any literature without authorization from Hidalgo County Purchasing Department.

All correspondence relating to this procurement from the advertisement to the award shall be sent to Hidalgo County Purchasing Department. Hidalgo County Purchasing Department shall coordinate all presentations and/or meetings between Hidalgo County and the firm relating to this solicitation.

Selected firms may/will be expected to make a presentation/product demonstration to an evaluation committee. In addition to a presentation, visits by the Evaluation Committee to representative firm client sites may be conducted where the proposed solution can be demonstrated in a production environment. Proposals, firm presentations, and product/service evaluations may develop into negotiating sessions with the firm(s) as selected by the Evaluation Committee and approved by Hidalgo County Commissioners Court.

NEGOTIATION PROCESS

The Purchasing Department will commence negotiations with the Number One (1) ranked firm, as approved by Hidalgo County Commissioners Court by asking the selected firm to submit a Scope of Service, including their fees. Hidalgo County expects to conduct negotiations with the firm's representatives authorized to contractually obligate the firm with an offer. The negotiated contract includes a Best and Final Offer with the successful firm will be presented to Commissioners' Court for consideration and approval of the award of the contract. If the firm is unable to agree to contract terms and conditions, Hidalgo County reserves the right to cease negotiations with that firm and initiate negotiations with another firm.

7. ELECTRONIC FIRM SUBMISSION DOCUMENTS

*Firms must complete this section if their submission will be electronic.

7.1. I confirm that I will be submitting my response electronically.*

Please confirm and proceed with the electronic submission requirements.

Please confirm

*Response required

7.2. LEGAL NOTICE DECLARATION

7.2.1. LEGAL NOTICE DECLARATION*

TO: Eduardo Belmarez, MBA, CPM, Purchasing Director

ATTN: Victor Borrego, Contract Specialist III

Hidalgo County Administration Building/Purchasing Department

2802 S. Business Hwy. 281

Edinburg, Texas 78539

RE: 23-0034-02-24-VBO - Professional Services Pools - Architectural Services

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. We, the undersigned respondent, further agree, upon acceptance of its response to be a member of the Pools of Professional Services and further execute supplemental project-specific contracts with the County as needed. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing

written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Please confirm

*Response required

7.3. [APPENDIX B](#)

7.3.1. *Areas of Specialization**

Refer to "*Appendix B - Areas of Specialization*" in the [#ATTACHMENTS](#) section. Please download the fillable documents, complete, and upload.

*Response required

7.4. [APPENDIX C](#)

7.4.1. *PROOF OF INSURANCE**

Insurance Requirements

Professional Services

(i.e...Engineers, Architects, Appraisers & Surveyors)

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.

Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law. Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.

Additional Insurance Requirements:

- A. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
- B. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.

- C. **Hidalgo County will only accept certificates of insurance on an Acord form (below).**
- D. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
- E. 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.
- F. 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 of 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.
- G. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- H. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- I. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
- J. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- K. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
- L. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
- M. Bidder shall make any other insurance documentation available to County upon request.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
<p>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.</p> <p>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).</p>						
PRODUCER		CONTACT NAME:				
		PHONE:				
		FAX (A/C, No.):				
		E-MAIL:				
		ADDRESS:				
		INSURER(S) AFFORDING COVERAGE		NAIC #		
INSURED		INSURER A:				
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
		INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>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.</p>						
TYPE	TYPE OF INSURANCE	ADDITIONAL	SUBROGATION	POLICY EFF.	POLICY	LIMITS
LTR		INSTR	WVR	(MM/DD/YYYY)	(MM/DD/YYYY)	
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GENL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRE AUTOS					PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS					\$
	NON-OWNED AUTOS					EACH OCCURRENCE \$
	UMBRELLA LIAB					AGGREGATE \$
	EXCESS LIAB					\$
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					WC STATUTORY LIMITS
	DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/>					OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks if schedule, if more space is required)						
CERTIFICATE HOLDER				CANCELLATION		
HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 S, HIGHWAY BUS. 281 EDINBURG, TEXAS 78539				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE		

ACORD 25 (2010/05)

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Please provide uplodad you Certificate of Liability Insurance.

*Response required

7.4.2. *INSURANCE REQUIREMENT ACKNOWLEDGEMENT**

I, an authorized representative for of my company, the company submitting this response, 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 the project by the Hidalgo County Commissioners' Court;
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the 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 certificate of insurance.

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project 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 of the project to be rescinded and then 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.

Please confirm

*Response required

7.4.3. *PROJECT REQUIREMENTS ACKNOWLEDGMENT**

This is to certify that I, an authorized representative of my company, 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** (upload copies here) 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 bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.

Please confirm

*Response required

7.5. APPENDIX D

7.5.1. *CONFLICT OF INTEREST QUESTIONNAIRE**

Please download the below documents, complete, and upload.

- [Appendix D - COI Questionna...](#)

*Response required

7.6. APPENDIX E

7.6.1. *VENDOR ENROLLMENT SOLUTION AND HUB DECLARATION**

Please download the below documents, complete, and upload.

- [Appendix E - Vendor Enrollm...](#)

*Response required

7.7. APPENDIX F

7.7.1. *CERTIFICATION REGARDING DEBARMENT**

Please download the below documents, complete, and upload.

- [Appendix F - Certification ...](#)

*Response required

7.7.2. *SAM.GOV REGISTRATION**

Please enter your company's Legal Name and/or dba Name

*Response required

7.7.3. *FORM 1295**

Please provide a Form 1295.

- Reference Professional Services Pools - Architectural Services23-0034-02-24-VBOon section 3 of the form.
- Be sure to complete section 6 of the form, in order to be valid.

*Response required

7.8. APPENDIX G

7.8.1. *Title VI Appendices - (Please confirm that you have read, understood and agree)**

APPENDIX A

THE TITLE VI CONTRACTOR ASSURANCES

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

1. **Compliance with Regulations:** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the federal funding agency (FHWA or FTA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:
 - a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the

Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]. *

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

APPENDIX C

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

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

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns. *

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

APPENDIX D

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

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

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the

construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

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

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Please confirm

*Response required

7.9. [APPENDIX H](#)

7.9.1. *REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

Please download the below documents, complete, and upload.

- [Appendix_H - 2_CFR.pdf](#)

*Response required

7.10. [APPENDIX I](#)

7.10.1. *FHWA 1273**

Refer to "Appendix I - FHWA 1273" in the [#ATTACHMENTS](#) section. Confirm that you have read, understood and agree with "Appendix I - FHWA 1273."

Please confirm

*Response required

7.11. [APPENDIX J](#)

7.11.1. *PROPOSER’S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

Please download the below documents, complete, and upload.

- [Appendix_J - Proposer's_Aff...](#)

*Response required

7.12. [APPENDIX L](#)

7.12.1. *DEFICIENCIES AND DEVIATIONS FORM**

Please download the below documents, complete, and upload. If not applicable, submit documents with simply "N/A".

- [Appendix L - Deficiencies a...](#)

*Response required

7.13. [APPENDIX M](#)

7.13.1. *REFERENCE FORM**

Please download the below documents, complete, and upload.

- [Appendix M - Reference Form...](#)

*Response required

7.14. [FIRM RESPONSE](#)

7.14.1. *FIRM RESPONSE**

Please upload your response to this RFQ as requested in *Exhibit A - Requirements/Specifications*

*Response required



EXHIBIT B

Scope of services to be provided by Architect,
Contract Rates, Work Schedule



Milnet Architectural Services, PLLC
608 S. 12th St.
McAllen, Texas 78501

Hidalgo County Public Facilities Survey & Maintenance Services

Proj. No. 23-0120/ARPA-23-115-341

PROPOSAL & SCOPE OF SERVICES

Attention: Hidalgo County Purchasing Dept.
2802 S. Business Highway 281
Edinburg, TX 78539

Attn: Mr. Oscar R. Villareal
Director of Facilities Management

Dear Mr. Villareal,

Milnet Architectural Services PLLC, is pleased to offer its RAS services to Hidalgo County Facilities Management for the County Wide and Precinct Facilities ADA Survey.

SCOPE OF SERVICES

The scope of work that the ADA Hidalgo County Facilities Survey entails is:

1. Identify existing routes from building to building and building to parking.
2. Assess the current level of accessibility that the route provides to and throughout buildings.
3. Identify the parking and pedestrian amenities that assist persons with disabilities to access the buildings and inside the buildings.
4. Evaluate the level of adequacy of the amenities regarding user population and its use.
5. Identify any obstacles and/or Texas Accessibility Standards violations that hinder accessibility to the buildings and within the buildings.
6. Meet with County staff to address any prior concerns or issues they may have.
7. Produce a report including a list of existing deficiencies and recommendations for improvements.
8. The report will include a 5-year plan for improvements on a priority basis.

Not included in this Scope of Services

Construction Drawing for corrective measures would be another proposal on an as-per-building as needed basis.



Milnet Architectural Services, PLLC
 608 S. 12th St.
 McAllen, Texas 78501

Items provided by owner:

- Facilities Survey (already Provided)
- Any floor plans or PDFs for buildings in Facilities Survey

Below is of our fee for the RAS Services.

FEE

This proposal provides for the RAS Services as described in the Scope of Services section shall be:

Description	Cost
Hidalgo County ADA assessment	\$216,000.00
TOTAL	\$216,000.00

Payment shall be due net thirty (30) days upon completion of each task listed below, invoices will be submitted by as a percentage of the total fee amount.

Refer to schedule attached for Project timeline and Billing Schedule which is divided into 3 parts as follows: Part 1 County Wide Assessment, Part 2 Precinct 1 & 2 and Part 3 Precinct 3 & 4. Reference Exhibit B for timeline and Exhibit C for billing schedule.

NOTE: As part of the initial ADA reports per building the corrective measures will be given. Most items may be corrected in house. Any items/bldgs. requiring actual Construction Documents for corrective measures will be treated on a task order basis.

Thank you again for the opportunity to be of service. Should you have any questions regarding this proposal, please contact our company at (956) 688-5656 or via email at rudym@milnet-archservices.com



Milnet Architectural Services, PLLC
 608 S. 12th St.
 McAllen, Texas 78501

Sincerely,

Rodolfo Molina, AIA

Client Approval:

 Print Name

 Date

Rodolfo R. Molina, A.I.A.
 President
 Milnet Architectural Services, PLLC

 Signature

Note to Client: The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Articles 249a.

EXHIBIT "A" – HOURLY BILLING RATE

Additional services required by the Client that may arise and are not outlined in the above-mentioned Proposal Agreement, shall be compensated on an hourly basis as follows:

Hourly Rates

Principal Architect	\$200.00
Project Architect	\$150.00
Project Manager	\$125.00
Intern Architect I	\$100.00
Intern Architect II	\$ 90.00
Intern Architect III	\$ 85.00
Technician	\$ 80.00
Administrative Assistant	\$ 55.00

Hidalgo County Public Facilities Survey and Maintenance Services - Exhibit B
 Milnet Architectural Services, PLLC

Project Lead: Rudy Molina, AIA, RAS 257

Today's Date: 11/20/2023 (vertical red line)

Viewing Weeks: 11/28/2023

WBS	Tasks	Start	End	Duration (Days)	% Complete	Working Days	Days Complete	Days Remaining
1	Initial Scoping meeting	11/29/23	11/30/23	1	0%	2	0	1
1.1	Begin Bldg Assessment (CW)	12/01/23	1/13/24	43	0%	31	0	43
1.2	Create Report	1/14/24	2/28/24	45	0%	33	0	45
1.3	Review Report w/ Owner	2/29/24	3/06/24	6	0%	5	0	6
2	Begin Bldg Assessment Precint 1 & 2	3/07/24	4/19/24	43	0%	32	0	43
2.1	Create Report	4/20/24	6/04/24	45	0%	32	0	45
2.3	Review Report w/ Owner	6/05/24	7/03/24	28	0%	21	0	28
3	Begin Bldg Assessment Precint 3 & 4	7/04/24	8/16/24	43	0%	32	0	43
3.1	Create Report	8/17/24	10/01/24	45	0%	32	0	45
3.2	Review Report w/ Owner	10/02/24	10/08/24	6	0%	5	0	6
4	Final Report/ 5 yr plan	10/09/24	10/22/24	13	0%	10	0	13
4.1	Final Review/ 5 yr plan	10/23/24	10/28/24	5	0%	4	0	5
Total Days for Assessment				323		239		

Reference Attached Report by Precinct

Hidalgo County Public Facilities Survey and Maintenance Services - Exhibit C

Milnet Architectural Services. PLLC

WBS	Tasks	Billing	Deliverables
1	Intial Scoping meeting		
1.1	Begin Bldg Assessment (CW)		
1.2	Create Report *	10%	Report/Bldg.
1.3	Review Report w/ Owner **	20%	Priority Report
2	Begin Bldg Assessment Precint 1& 2		
2.1	Create Report	10%	Report/Bldg.
2.3	Review Report w/ Owner *	15%	Priority Report
3	Begin Bldg Assessment Precint 3 & 4		
3.1	Create Report *	10%	Report/Bldg.
3.2	Review Report w/ Owner **	15%	Priority Report
4	Final Report/ 5 yr plan		
4.1	Final Review/ 5 yr plan	20%	Final 5yr Report
	Total Billing	100%	

Explanation

* After Bldg. assessment under create report the deliverable will be the individual reports per bldg.

**Under Review report it will be the compiled report with the priorities



Hidalgo County Facilities By Precinct Field Schedule

Thursday, October 12, 2023

Precinct	Proj. Name	Address	Hrs/Site Visit
Countywide Ed.			
	Courthouse Judicial Annex -C (5000-A-B)	10th Street & McIntyre	Edinburg 1,152.00 2
	New Courthouse	100 N Closner	Edinburg 377,000.00 16
	Juv Justice Ctr	1001 N. Doolittle Rd	Edinburg 140,000.00 8
	Justice Center	1212 S. 25th Edinburg	Edinburg 11,500.00 2
	John Austin Pena-Subst Abuse Facility	3341 E. Richardson Rd	Edinburg 11,970.00 2
	Health Department Central Office	1304 S. 25th Ave	Edinburg 36,540.00 3
	Warehouse	317 W Kuhn St	Edinburg 12,000.00 3
	Facilities Mgmt Office-Portable	3100 S. 281[C]	Edinburg 9,964.00 2
	Emergency Management Warehouse	7517 N Expressway 281	Edinburg 26,075.00 2
	Elections Admn Training Bldg	317 N. Closner	Edinburg 3,738.00 1
	Elections Admn Storage Bldg	317 N. Closner	Edinburg 7,344.00 1
	Elect. Jackson Creek Warehouse	1907 W. Jackson Creek	Edinburg 9,000.00 2
	Adult Probation Center	3102 S. 281[A]	Edinburg 41,286.00 8
	Elections Administration	101 S. 10th Avenue	Edinburg 4,176.00 1
	Plains Capital IT Bldg	123 Mahl St	Edinburg 1,152.00 1

Precinct	Proj. Name	Address		Hrs/Site Visit
Countywide Ed.				
	Courthouse Judicial Annex -B (4995-A-L)	10th Street & McIntyre	Edinburg	7,952.00 2
	Courthouse Judicial Annex -A (4994-A-G)	10th Street & McIntyre	Edinburg	5,264.00 2
	Courthouse Annex # 1 aka II aka Aux Court, Courts 9-10	100 N. Closner	Edinburg	8,000.00 2
	County Administration Building - I	2802 S. Bus. Hwy 281	Edinburg	55,552.00 4
	Co Clerk's Records Storage Bldg	317 N. Closner	Edinburg	22,306.00 4
	Center Utility Plant	New Courthouse	Edinburg	15,000.00 2
	Co Admin - I aka Annex III	100 E. Cano	Edinburg	105,280.00 12
	Cibolo Industrial Park	2401 Vicksburg Dr	Edinburg	0.00 2
	Boot Camp Storage Room	1000 M. Road	Edinburg	0.00 1
	Barrack # 2 Treatment Facility	1000 M. Road	Edinburg	5,952.00 1
	Barrack # 1 Sub-Abuse	1000 M. Road	Edinburg	5,952.00 2
	Elections at Jackson Creek	2015 Jackson Creek Ave	Edinburg	10,260.00 2
	Sheriff's 6X6 Guard Shack	700 E. El Cibolo Rd	Edinburg	36.00 1
	Old Detention Center -Hotel Section	3100 S. 281[D]	Edinburg	0.00 8
	Old Detention Center-Fox Section TF Office	3100 S. 281[H]	Edinburg	2,116.00 1
	Old Detention Center- Delta, Charlie Sec	3100 S. 281[F]	Edinburg	11,000.00 3

Precinct	Proj. Name	Address		Hrs/Site Visit
Countywide Ed.				
	Old Det Ctr- Gulf Section-Carpentry/Shop	3100 S. 281 [E]	Edinburg	2,116.00 1
	Old Courthouse	100 N. Closner	Edinburg	0.00 8
	Old Co Jail on S. Hwy 281-Echo Section	3100 S. 281[B]	Edinburg	25,518.00 3
	Old Cemetery	Richardson Rd	Edinburg	0.00 2
	Old Carpenter Shop	219 E Loeb St	Edinburg	0.00 1
	Old B&G Old Jail	207 E. Loeb	Edinburg	0.00 1
	Fac Mgmt Storage Building	3100 S. 281[C]	Edinburg	26,818.00 4
	County Surplus & Health Storage Bldg	W. Kuhn & N. 10th Ave	Edinburg	3,200.00 2
	Old Sheriff's Academy	413 N. 14th Street	Edinburg	7,481.00 2
	Sheriff's Law Enf Bldg	700 E. El Cibolo Rd	Edinburg	30,000.00 4
	Admin II	505 S. McColl Rd	Edinburg	24,003.00 8
	Sheriff's-Firing Range	700 E. El Cibolo Rd	Edinburg	1,677.00 1
	Sheriff's Detention Center	700 E. El Cibolo Rd	Edinburg	339,333.00 24
	Sheriff's-CSI Garage Building 35X30	700 E. El Cibolo Rd	Edinburg	1,350.00 1
	Sheriff's Academy Center	700 E. El Cibolo Rd	Edinburg	14,350.00 3
	Newly Purchased	107 N 10th Ave	Edinburg	1
	Newly Purchased	101 N 10th Ave	Edinburg	1
	Tex Agrilife Extension Service	410 N. 13th Street	Edinburg	9,952.00 2

Precinct

Proj. Name

Address

Hrs/Site Visit

Countywide Ed.

	Subst Abuse Admn	1000 M. Road	Edinburg	9,344.00	2
	Safety Division Office	9805 N. 10th Street	Edinburg	9,854.00	2
	Plains Capital Server Bldg	123 Mahl St	Edinburg	2,613.00	1
	Plains Capital Mortgage Lender	215 S Closner Blvd	Edinburg	8,500.00	2
	Old Juvenile Center	3100 S. 281[l]	Edinburg	15,416.00	4
	Sheriff's Motor Pool Shop	700 E. El Cibolo Rd	Edinburg	8,700.00	2
			Totals:	1,487,792.00	185



Hidalgo County Facilities By Precinct Field Schedule

Thursday, October 12, 2023

Precinct	Proj. Name	Address		Hrs/Site Visit
Precinct 1				
	Delta Lake Park Tollbooth	1.5 Mi N. of Monte Alto	Monte Alto	12.00 2
	Elsa Multipurpose Center (MPC)	708 E. Edinburg Ave	Elsa	10,927.00 2
	Health & WIC Clinics N. Bridge - 1207	1901 N. Bridge Ave	Weslaco	8,090.00 2
	Justice of the Peace 1-1 / 1-2	1902 Joe Stephens Ave, Ste 301/302	Weslaco	3,120.00 1
	Pct 1 Admn/Multi Center Bldg	1902 Joe Stephens Ave	Weslaco	17,944.00 3
	Pct 1 Mechanic Shop	1902 Joe Stephens Ave	Weslaco	4,000.00 1
	Juvenile Boot Camp	1711 N. Bridge Ave	Weslaco	4,800.00 2
	Pct 1 Tax Health Planning	1900 Joe Stephens Ave	Weslaco	5,266.00 1
	WIC 1212 Clinic-Progreso-Modular	510 N. FM 1015	Progreso	3,145.00 1
	Constable Pct # 1 - Office	1900 Joe Stephens Ave	Weslaco	4,406.00 2
	Youth Village Building	1700 N. Bridge Ave	Weslaco	0.00 2
	Portable Bldg-Hargill 10X12	McKinney & 5th St	Hargill	120.00 2
	Delta Lake Park - Office	1.5 Mi N. of Monte Alto	Monte Alto	1,344.00 1
	Delta Lake Park - Storage Bldg	1.5 Mi N. of Monte Alto	Monte Alto	1,680.00 1
	Sunrise Hill Park 24X48 Portable Building 1	5230 Mile 11 N	Weslaco	1,152.00 1

Precinct

Proj. Name

Address

Hrs/Site Visit

Precinct 1

Sunrise Hill Park-30X32 Portable Building 2	5230 Mile 11 N	Weslaco	960.00	1
Sunrise Hill Park-Pavilion	5230 Mile 11 N	Weslaco	7,000.00	1
Sunrise Hill Park-Tire Shop	5230 Mile 11 N	Weslaco	400.00	1
Mile 11 N. 1 1/2 Mil. East, Mercedes			4,590.00	
Pct 1 Port Bldg-Su Casa de Esp 14X40	FM 1015 & Baker/Malone	Progreso	560.00	1
Sheriff's Weslaco Sub-Station	3003 East Mile 11 North	Weslaco	12,650.00	2
Totals:			92,166.00	30



Hidalgo County Facilities By Precinct Field Schedule

Thursday, October 12, 2023

Precinct

Proj. Name

Address

Hrs/Site Visit

Precinct 2

Pct 2 Co Wide Shop	101 N. Cypress Ave	Pharr	0.00	2
Auto Lic Sub-Station-Hackberry	529 N. Cynthia Street	McAllen	3,522.00	1
BBQ Gilmore Kitchen	301 E. Hackberry	McAllen	1,890.00	1
Constable Pct 2-1-Hall Acres Rd	304 W. Hall Acres Rd-Ste E	Pharr	3,280.00	1
Health & WIC Clinic II-Hall Acres Rd	300 W Hall Acres Road-Ste A	Pharr	14,816.00	3
Pct 2 Admn-Office-Hall Acres Rd	300 W Hall Acres Road-Ste G	Pharr	5,856.00	2
Tax Office-Hall Acres Rd	300 W Hall Acres Road	Pharr	5,178.00	2
WIC Clinic 1224 Pharr II-Hall Acres	301 W. Hall Acres Rd-Ste B	Pharr	7,408.00	2
WIC-McAllen-Modular on Hackberry-1203	300 E. Hackberry	McAllen	0.00	1
JP-2-1 B. Contreras-Hall Acres Rd	305 W. Hall Acres Rd-Ste B	Pharr	3,280.00	1
Justice of the Peace 2-2	303 W Hall Acres Road-Ste D	Pharr	9,840.00	2
Health Clinic McAllen Hackberry	300 E. Hackberry	McAllen	6,212.00	1
McAllen COPC Clinic	901 E. Vermont Avenue	McAllen	0.00	2
Project Name	Addresss	City		
Storage Bldg-Palmer Pavilion	301 E. Hackberry	McAllen	0.00	1

Precinct

Proj. Name

Address

Hrs/Site Visit

Precinct 2

Precinct	Proj. Name	Address		Hrs/Site Visit
	Pct 2 Field Operations Facility	4011 S. Veterans Ave	San Juan	11,450.00 2
	Pct 2 Las Milpas Park Storage Room	1601 W. Anaya Rd	Pharr	701.00 1
	WIC Clinic 1204 Pharr -Knight St	1903 N. Knight Street	Pharr	0.00 1
	WIC Clinic 1229 San Juan CRC	509 E. Earling Rd	San Juan	17,216.00 2
	WIC Clinic II-1245-Alamo CRC-S. Tower	1429 South Tower Rd	Alamo	10,803.00 1
	Indoor Baseball Park	3600 Athol Street	Pharr	24,750.00 4
	Pct 2 S. Tower Park Restrooms	1429 South Tower Rd	Alamo	0.00 1
	Restrooms, Open Pavilions, Storage Sheds, Baseball Field, Walking Trail, Tennis Court & concession Stand	509 E. Earling Rd	San Juan	1
	Pct 2 El Gato Portable Bldg	El Gato Road	Alamo	120.00 1
	Pct 2 El Jay Park Restrooms	0	Alamo	0.00 1
	Pct 2 Sign Shop	329 E. State Street	Pharr	0.00 1
	Pct 2 Mech Shop-Garage	309 E. State Street	Pharr	0.00 1
	Pct 2 Old Admn Bldg	301 E. State Street	Pharr	0.00 2
	Pct 2 Field Op Facility Exterior Storage	4011 S. Veterans Ave	San Juan	7,560.00 1
	Pct 2 Co Wide Mech Shop-2016	4011 S. Veterans Ave	San Juan	0.00 1
Totals:				133,882.00 43



Hidalgo County Facilities By Precinct Field Schedule

Thursday, October 12, 2023

Precinct	Proj. Name	Address		Hrs/Site Visit
Precinct 3				
	Not found, missing	414 W. 12th Street	Mission	0.00 1
	Head Start Central Kitchen-Mission	1208 Paula Drive	Mission	10,468.00 2
	Health & WIC Clinics - Schuerbach - 1202	211 S. Schuerbach	Mission	13,862.00 2
	Health Clinic- Pct 3 CRC Breyfogle Mission	726 N. Breyfogle	Mission	2,085.00 1
	Pct 3 Admn Office-MSA (A)	724 N. Breyfogle	Mission	20,722.00 4
	Pct 3 Tax Office- MSC C	722 N. Breyfogle	Mission	2,600.00 1
	WIC Clinic 1217 Mission II	722 N. Breyfogle, Ste 2-C	Mission	2,600.00 1
	The Mansion on Moorefield	2401 N. Moorefield	Mission	24,000.00 4
	WIC Clinic Alton	3509 E Main Ave. Ste 105	Alton	0.00 0
	WIC Clinic-Sullivan City-1216	371 W. Expwy 83	Sullivan City	9,070.00 2
	Meeting Hall and Pavilion	734 N. Breyfogle	Mission	9,000.00 2
	Los Ebanos Park-Pavilion	Public Plaza	Los Ebanos	1,100.00 2
	Mesina Park Pavilion	Bryan Road	Alton	2,016.00 0
	Modular Bldg - Office Park Anzalduas	6400 Anzalduas Dam Rd	Mission	528.00 1
	0	Anzalduas Restrooms	0	0.00

Precinct

Proj. Name

Address

Hrs/Site Visit

Precinct 3

Precinct	Proj. Name	Address		Hrs/Site Visit
	Pct 3-Motor Pool Offices	8310 W. Mile 7 Road	Mission	2,289.00 1
	Veteran's Pav BBQ kitchen	5010 S. Inspiration Rd	Mission	3,100.00 1
	Veteran's Memorial Pavilion	5010 S. Inspiration Rd	Mission	10,548.00 2
	Storage Room at Moorefield	2401 N. Moorefield	Mission	1,000.00 1
	Santos Saldana Park Pavilion	Domingo Trevino Dr	Abram	1,040.00 0
	Salida Del Sol Waste Collection Station	Mile 7 - FM 2221	La Joya	216.00 2
	N Los Ebanos Recreational Hall - Bldg-1	N Los Ebanos & Mile 6 1/2	Alton	6,000.00 0
	Pct 3-Motor Pool Open Shed	8310 W. Mile 7 Road	Mission	2,880.00 1
	N Los Ebanos Tool Bldg-2	N Los Ebanos & Mile 6 1/2	Alton	1,344.00 0
	Pct 3-Motor Pool Mech-Shop	8310 W. Mile 7 Road	Mission	5,000.00 1
	Pct 3-Motor Pool Break Room	8310 W. Mile 7 Road	Mission	800.00 1
	Vacant	0	0	520.00
	Pct 3 Lube Garage	412 W. 12th Street	Mission	0.00 1
	Vacant Shed	2800 W. Mile 7 Rd	Mission	4,000.00 1
	Veteran's Pav Storage Room	5010 S. Inspiration Rd	Mission	1,000.00 1
	Penitas Landfill-Office	Penitas Landfill	Penitas	545.00 2
			Totals:	138,333.00 38



Hidalgo County Facilities By Precinct Field Schedule

Thursday, October 12, 2023

Precinct	Proj. Name	Address	Hrs/Site Visit
Precinct 4			
	Pct 4 - Endowment Center CRC at Sunflower Park	Hwy 107 & Sunflower Rd	Edinburg 8,516.00 2
	Health Clinic + WIC 1201 + CRC	3105 E. Richardson Ave	Edinburg 8,075.00 2
	Bennet Bldg JP 4-1	212 N. 12th Avenue	Edinburg 2,625.00 1
	Horizon Bldg JP 4-2	224 N. 12th Avenue	Edinburg 3,236.00 1
	Emergency Service Facility Linn San Manuel	21661 Hwy 186	Edinburg 9,026.00 2
	Pct 4 - Administration Offices	1051 N. Doolittle Rd	Edinburg 5,060.00 2
	Pct 4 Portable Building-Collection Site	1051 N. Doolittle Rd	Edinburg 216.00 1
	Pct 4 Field Operations Center	1124 N. M Road	Edinburg 12,914.00 2
	CRC Bldg & WIC Clinic-San Carlos-1226	230 N. 86th Street	Edinburg 5,250.00 2
	Project Name	Addresss	City
	Milo Ponce Park-Open/Shop	3 1/2 Miles of 281	Edinburg 16,519.00 3
	San Carlos Whse West Side Bldg	107 & 6th Street	Edinburg 43,000.00 4
	Portable Office- Linn Collection Ctr 10X12	N. Hwy 281 E. on FM 186	Edinburg 120.00 1
	M Road 14X16 Storage Unit	1124 N. M Road	Edinburg 0.00 1

Precinct

Proj. Name

Address

Hrs/Site Visit

Precinct 4

Pct 4 -Mechanic Shop	N. Dolittle	Edinburg	850.00	1
Pct 4-Portable Office -Davis Rd 12X18	Terry & Davis Rd	Edinburg	216.00	0
Pct 4-Warehouse Facility 40X60	Not Provided	Edinburg	0.00	1
San Carlos Whse East Side Bldg	107 & 6th Street	Edinburg	10,000.00	2
San Carlos Whse-Security	107 & 6th Street	Edinburg	0.00	1
San Carlos Whse Storage Bldg	230 N 86th Street	Edinburg	5,250.00	1
Bio Safety	0	Edinburg	10,000.00	2
Totals:			140,873.00	32



EXHIBIT C

Certificates of Insurance