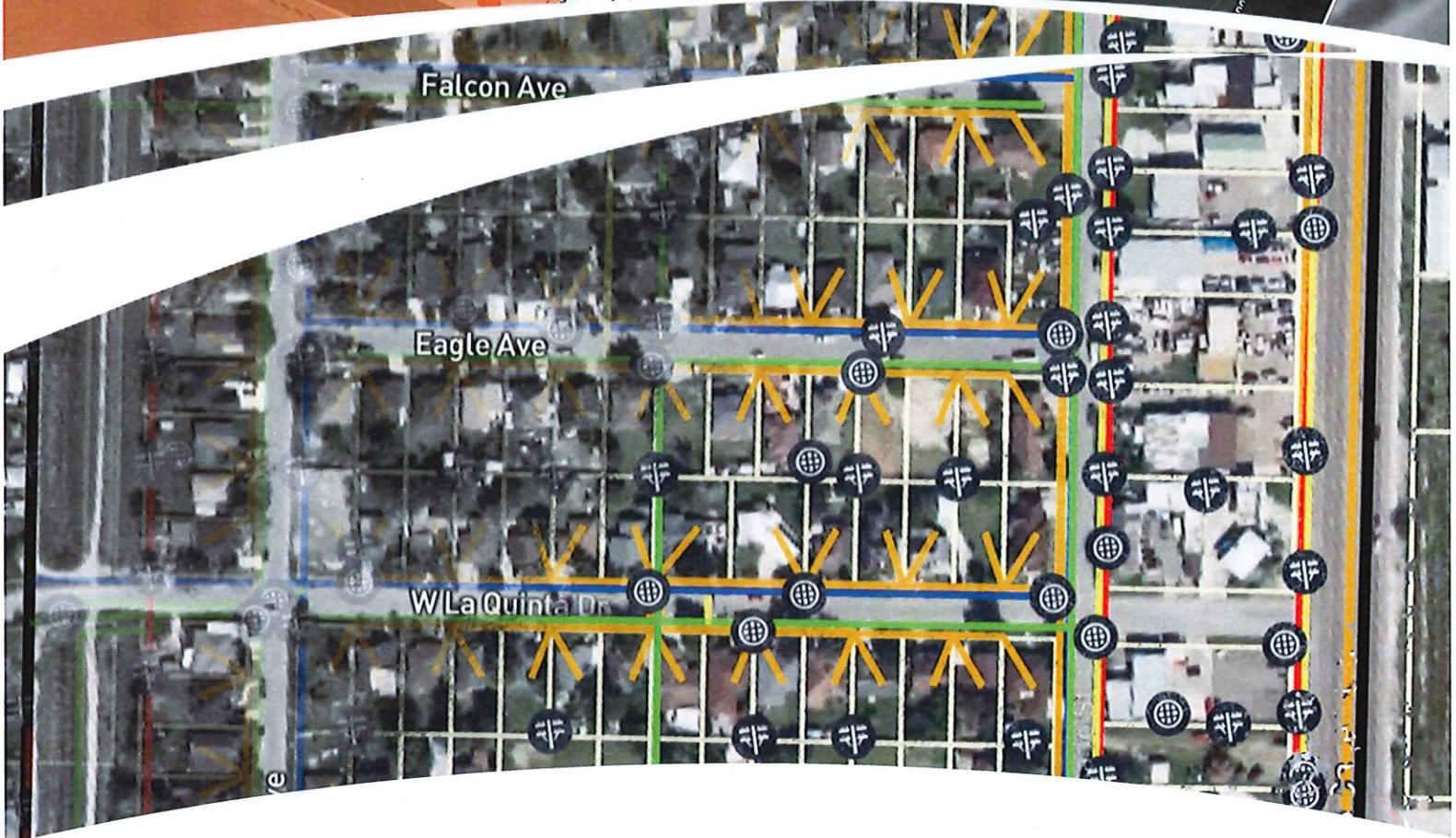


Exhibit "B"

B²Z ENGINEERING

900 S STEWART RD.
MISSION, TX 78572
956-585-3773



Statement of Qualifications & Proposal for
RFP NO. 6556-85-2000-5250-0000-AP-02
TDA COLONIA FUNDS - PLANNING 2022
(NEEDS ASSESSMENT OF ALL COLONIA'S IN HIDALGO COUNTY)

OPENING DATE: SEPTEMBER 25, 2024
OPENING TIME: 3:00PM

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**Section 1
Executive Summary**



September 25, 2024

Mr. Ignacio Amezcua, MBA, CTCM, CTCD
Hidalgo County Purchasing Director
2802 S. Business Hwy 281
Edinburg, Texas 78539

**RE: Statement of Qualifications and Proposal for
TDA Colonia Funds – Planning 2022 (Needs Assessment of all Colonia’s in Hidalgo County)
Request for Proposal (RFP) No. 6556-85-2000-5250-0000-AP-02**

Dear Mr. Amezcua,

B2Z Engineering, LLC (B2Z) is pleased to present our statement of qualifications and proposal in response to Hidalgo County’s solicitation for “TDA Colonia Funds – Planning 2022 (Needs Assessment of all Colonia’s in Hidalgo County).”

B2Z is a **100% locally owned and operated** multi-discipline engineering consulting and materials testing firm established in 2009 and licensed through the State of Texas as a Professional Engineering Firm (TBPE #11187). B2Z is **headquartered in Mission, Texas**, and has been since its inception. In addition to being **TxDOT DBE-Certified**, B2Z is a woman-owned minority business with **engineering offices in Mission** (900 S. Stewart Rd, Ste. 2, 4, 12, & 14), **Brownsville** (185 Billy Mitchell Blvd.), **Seguin** (200 W New Braunfels St.), **Houston** (13250 Forkland Dr), and **Austin** (4707 Commercial Park Dr). **All services under this contract will be provided by our Corporate Office in Mission, TX.**

We have assembled a **uniquely qualified** group of **LOCAL TALENT** with extensive knowledge and technical expertise in a multitude of disciplines in civil engineering, including drainage and roadway design, Geographic Information Systems (GIS), and Mapping Services, to assist with the Needs Assessment Project. Our skilled GIS staff, supported by our field reconnaissance teams and drone department, are prepared to meet all scheduling requirements and exceed the County's quality standards.

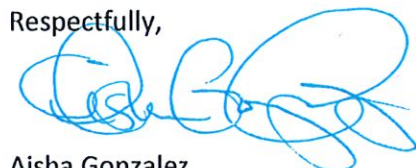
With B2Z's vast experience in the ever-evolving GIS technology, we leverage data-collecting applications and develop interactive data-driven dashboards. B2Z will also utilize AI-driven utility identification software to detect existing utility infrastructures within each colonia efficiently. This advanced technology will substantially reduce the time required for data gathering and cataloging, streamlining the process to a fraction of the time typically needed. **B2Z’s cutting-edge technology has improved the efficiency of past projects, saved our clients time and money, and provided the best available product.**

B2Z’s proposed **Senior Project Manager, Mr. Reza Badiozzamani, PE, CFM**, will serve as the primary contact person responsible for matters regarding our SOQ. He can be contacted by telephone at (956) 585-3773 (Office) or by email at Reza@B2ZEng.com.

Mrs. Aisha Gonzalez, Principal of B2Z Engineering, LLC, is authorized to bind the firm to a contract with Hidalgo County. She is located at 900 S. Stewart Rd, Ste. 12, Mission, TX office and can be contacted by telephone at (956) 566-3421 or by email at Aisha@B2ZEng.com.

Please allow me to be the first to say that we sincerely appreciate the opportunity to present our statement of qualifications and proposal in response to the County’s request. We look forward to the opportunity to continue our working relationship with the County, should we be selected. We thank you for your time, consideration, and attention.

Respectfully,



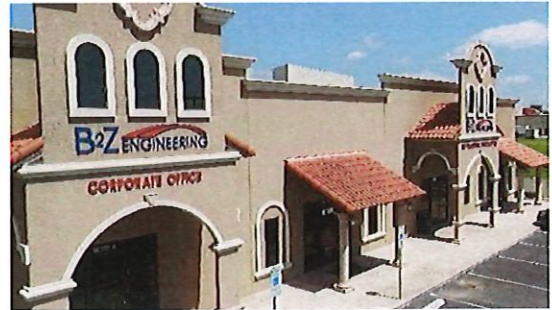
Aisha Gonzalez
President/Owner

Firm Qualification & Experience

B2Z Engineering, LLC (B2Z) is a **premier engineering consulting firm established in 2009** and licensed through the State of Texas as a **Professional Engineering Firm (TBPE #F-11187)**. B2Z is **100% LOCALLY OWNED AND OPERATED** by **Mrs. Aisha Gonzalez, Principal**, and has been headquartered in the Rio Grande Valley since 2009. B2Z is a **Woman-Owned Minority Business** with engineering offices and materials testing laboratories in Mission, Brownsville, Seguin, Houston, and Austin. We are a **DBE, HUB, WBE, MBE, WOSB, SBE, and SBA 8(a) certified firm**.

B2Z has a uniquely qualified group of **LOCAL TALENT** with **extensive knowledge and expertise** in providing **Colonia Needs Assessment Planning Services** in Hidalgo County.

Services under this contract will be performed out of our Mission office. If needed, our regional offices in Brownsville, Seguin, Houston, and Austin will provide additional support. B2Z's Mission Engineering & Laboratory Offices employ over 50 professional and technical personnel.



Office Providing Services

900 S. Stewart Road, Suite 4
Mission, TX 78572

Contact Person

Mr. Reza Badiozzamani, PE, CFM
Reza@B2ZEng.com
(956) 585-3773

Statement of Interest

B2Z has the **local knowledge and expertise** that the Hidalgo County Urban County Program (Urban County) is soliciting for the TDA Colonia Needs Assessment Project. B2Z's Statement of Qualification will demonstrate that we have sufficient resources and expertise to carry out the scope of services listed in the Request for Proposal No. 6556-85-2000-5250-0000-AP-02. **The B2Z team is ready to assist Urban County with collecting, organizing, and analyzing data to identify Colonia communities in Hidalgo County and promote the development of more viable communities within Hidalgo County.**

B2Z has a well-coordinated team with extensive experience in various projects across Hidalgo County. The B2Z team emphasizes collaboration among staff members to ensure all project scopes are effectively managed and delivered. This approach has contributed to providing high-quality products tailored to the needs of Urban County.

B2Z has provided Need Assessments, Geographic Information Systems (GIS), and Mapping Services to various entities across the Rio Grande Valley. These entities include, but are not limited to, the City of Mission, Hidalgo County, Hidalgo County Drainage District No. 1, Hidalgo County Precinct 1, Hidalgo County Precinct 2, Hidalgo County Precinct 3, and Hidalgo County Precinct 4.



B2Z Projects

Since its inception in 2009 (15 years in business), the B2Z team has successfully completed numerous projects within Hidalgo County. The B2Z Corporate Office is located in Mission, TX, and B2Z's principal and upper management are natives and residents of the Rio Grande Valley. **B2Z's local presence and proximity will ensure we are always available to mobilize, attend meetings, and resolve issues on short notice.** Please see below for B2Z's project experience.

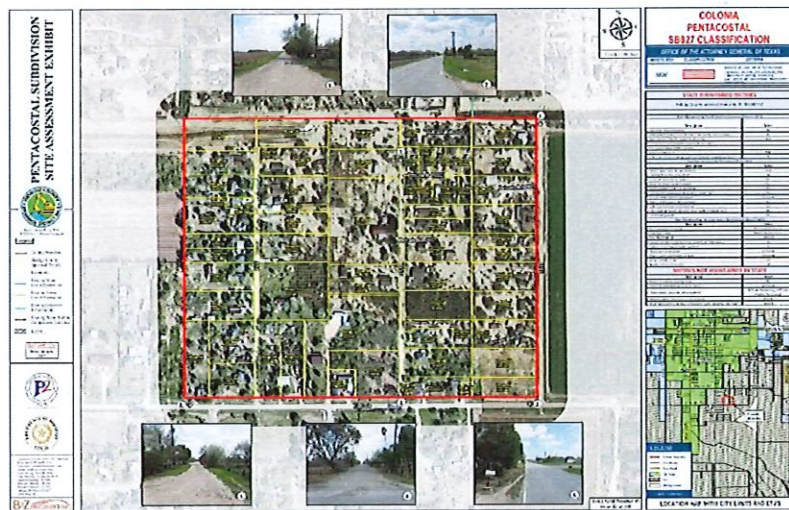
Hidalgo County Colonia Drainage Improvement Study & Field Reconnaissance

Client: Hidalgo County Drainage District No. 1 (HCDD1)

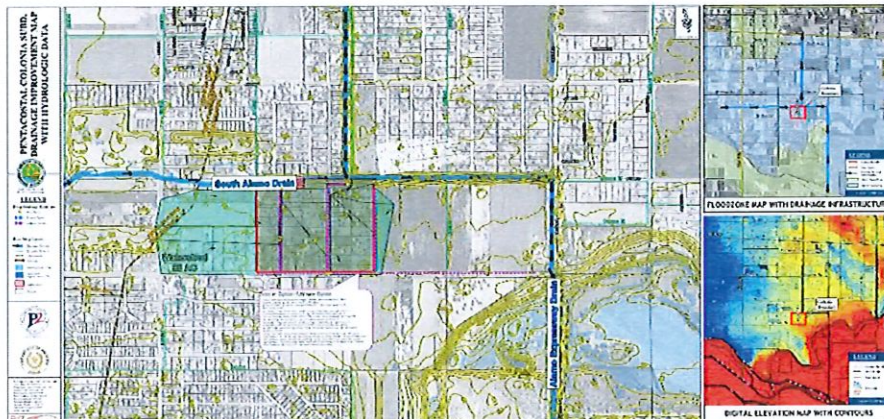
Contact: Mr. Raul Sesin, PE, CFM – District Manager – Ph. (956) 292-7080

Duration: 32 months

Description: The Colonia Drainage Study addressed flooding issues in specific Colonias within Hidalgo County, focusing initially on Hidalgo County Precincts No. 2 and 4. The study aimed to provide Hidalgo County Drainage District No. 1 (HCDD1) with tailored drainage infrastructure solutions for each affected colonia. This involved conducting site-specific assessments to identify Colonias needing comprehensive drainage reports. These reports included interim and ultimate drainage plans along with cost estimates.



The overall goal was to furnish HCDD1 with actionable drainage solutions that would be promptly implemented without requiring additional PS&E (Plans, Specifications, and Estimates). Due to the extensive number of Colonias across Hidalgo County, the study was divided into three phases. Phase 1 covered Colonias in Precincts No. 2 and 4, Phase 2 focused on Precinct No. 1, and Phase 3 specifically targeted Colonias in Precinct No. 3. Each phase served as an addendum to the master report, ensuring a comprehensive approach to addressing flooding throughout the County's Colonias.



Scope: B2Z was contracted to provide a comprehensive drainage & assets field reconnaissance study for over 900 registered Colonias with the Attorney General and Secretary of State located within Hidalgo County Jurisdictions. The use of drone technology was essential for assisting in data collection in an expedited

and efficient fashion. Preliminary site assessments were performed for all registered Colonias, which included collecting aerial imagery and ground control points. B2Z planned all drone flights and scheduling. High-resolution geo-referenced orthomosaics were created to provide the client with updated site exhibits for public outreach and constituent interaction and survey-grade data for use in the production of drainage plans. Street-level photography was also used to help inventory existing drainage infrastructure and existing assets. B2Z also created an online interactive GIS web dashboard to track project progress. This GIS dashboard allowed stakeholders to view the real-time progress of the project and pertinent project information. The Colonias were then evaluated and ranked using a grading matrix. Finally, B2Z provided a schematic level design of stormwater drainage for the Colonias that required drainage infrastructure improvements. All data was stored in a geodatabase for HCDD1. Software utilized included but was not limited to ArcMap, ArcGIS Online, ArcPro, Drone to Map, Drone Deploy, MicroStation V8i, and HEC-RAS.

B2Z's assigned tasks included, but were not limited to, the following:

- ✓ **Develop Site-Specific Overall Master Exhibit:** This involved creating a comprehensive exhibit with an index of sheets and a summary detailing various design parameters. This served as a foundational document for the project.
- ✓ **Field Reconnaissance:** B2Z conducted on-site inspections to assess the current conditions of drainage systems, roadways, sewer/septic systems, and water infrastructure within the registered colonias.
- ✓ **Research and Data Collection of Existing Public Infrastructure:** B2Z gathered information about the existing public infrastructure in each colonia and analyzed how it could impact proposed drainage plans.
- ✓ **Research and Data Collection of Existing Commercial Infrastructure:** B2Z collected data on commercial infrastructure within the colonias and assessed its potential effects on drainage plans.
- ✓ **Research SB827 State Ranking:** B2Z evaluated each registered site based on the SB827 state ranking system, which categorizes sites into Green, Yellow, Red, or Unknown based on various criteria related to environmental and developmental factors.
- ✓ **Create Site-Specific Exhibits:** B2Z developed detailed exhibits specific to each colonia, including maps, diagrams, and other visual representations to illustrate findings and proposed plans.
- ✓ **Preparation of Site Assessment Final Report:** B2Z compiled all findings and assessments into a comprehensive final report. This report included an evaluation matrix with a tiered ranking system, providing a structured assessment of each colonia based on the data collected.

STATE MAINTAINED METRICS	
Hidalgo County Colonia Community ID: M1080557	
Pentacostal Colonia	
Data Maintained by the Office of the Attorney General (OAG)	
Description	Value
1. Has a plat been prepared?	No
2. Is the plat officially recorded with the county clerk's office?	No
3. Date plat recorded at county clerk's office	Null
4. Plat volume number at the county clerk's office	-
5. Plat page number with volume	-
6. Approximate acres	3.56
7. Is the community incorporated or within an incorporated area?	No
Data Maintained by the Secretary of State (SOS)	
Description	Value
1. SB827 report colonia classification	Red
2. Estimated colonia population	54
3. Public distribution of water?	Yes
4. Do all lots have potable water?	Yes
5. Is wastewater collection available?	Yes
6. Wastewater treatment disposal on some lots?	Yes
7. Is trash collection available?	Unknown
8. Does flooding occur after rain-falls?	Yes
9. Is the community in a floodplain?	Yes
10. Are storms generally possible in all weather conditions?	Yes
11. Are roads paved?	Yes
Data Maintained by the Texas Water Development Board (TWDB)	
Description	Value
1. The name of community	Pentacostal Colonia
2. Alternate name	Pentacostal Colonia
3. Old 1996 TWDB ID	108A277
4. Population from reports or extracted from 2000 census	54
5. Is there a community water system?	-
6. Water service provider	Unknown
7. Waste water community service	Unknown
8. Total number of lots	60
9. Number of occupied lots	14
METRICS NOT MAINTAINED BY STATE	
Description	Value
1. Does the colonia have lighting?	No
2. Does the colonia have septic or sewer?	-
3. What schools does the colonia attend?	M Ryan Elementary, A P Solis Middle
4. What irrigation district services colonia?	Concha High
5. What FEMA zone is colonia or based on flood insurance rate map?	HCDD #2 Zone B

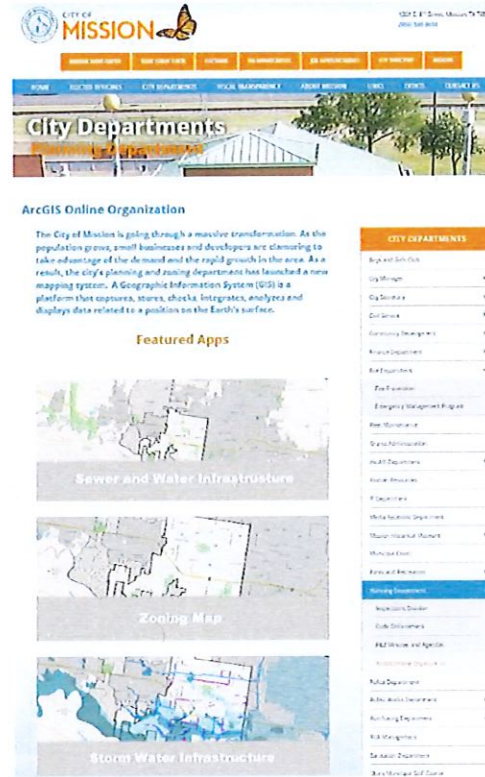
City of Mission Ongoing Geographic Information System (GIS) Services

Client: City of Mission

Contact: Mrs. Nori Gonzalez Garza – Mayor – Ph. (956) 580-8650

Duration: 23 Months

Description/Scope: The City of Mission contracted B2Z to provide On-Call GIS services primarily for the Planning Department, but on a case-by-case basis, to provide GIS assistance to other departments filtered by the Planning Department. B2Z significantly enhanced the City of Mission's GIS capabilities and effectively responded to various needs, particularly during the challenging COVID-19 pandemic. Overall, B2Z's work modernized the City's GIS infrastructure and contributed significantly to public safety, efficiency in city operations, and community support during emergencies.



Below is a summary of the tasks B2Z performed and assisted with during its contract period:

- **Organized and Cleaned GIS Data:** B2Z meticulously organized and cleaned the City's existing GIS data, enhancing its accuracy and accessibility while reducing redundancy.
- **Developed Web Maps for City Residents:** B2Z developed state-of-the-art web maps for the City's website, enabling residents to access infrastructure information such as water lines, manholes, and fire hydrants. This initiative empowered city staff and constituents with valuable data, reducing the need for physical visits to City Hall.



- **Web Application for the Fire Department:** B2Z created a web application for the Fire Department to streamline their annual fire hydrant inspections. This innovation significantly reduced inspection time and eliminated the need to manage physical inspection forms. This process also streamlined the inspection process, cutting the overall inspection time by over 65%.

- **COVID-19 Response Dashboard:** At the onset of the COVID-19 pandemic, B2Z developed an interactive online dashboard for the Mission Emergency Unit (EOC). This dashboard was crucial for resource identification and coordination of relief efforts, providing essential information such as mobile vaccination locations, confirmed case locations, and areas with at-risk populations.



- **Main Hub Site for Residents:** B2Z also developed a Main Hub Site for Mission residents during the pandemic, providing emergency contact information, vaccination locations, and other critical resources to support the community during the crisis.

Hidalgo County Precinct No. 2 On-Call GIS Mapping Services

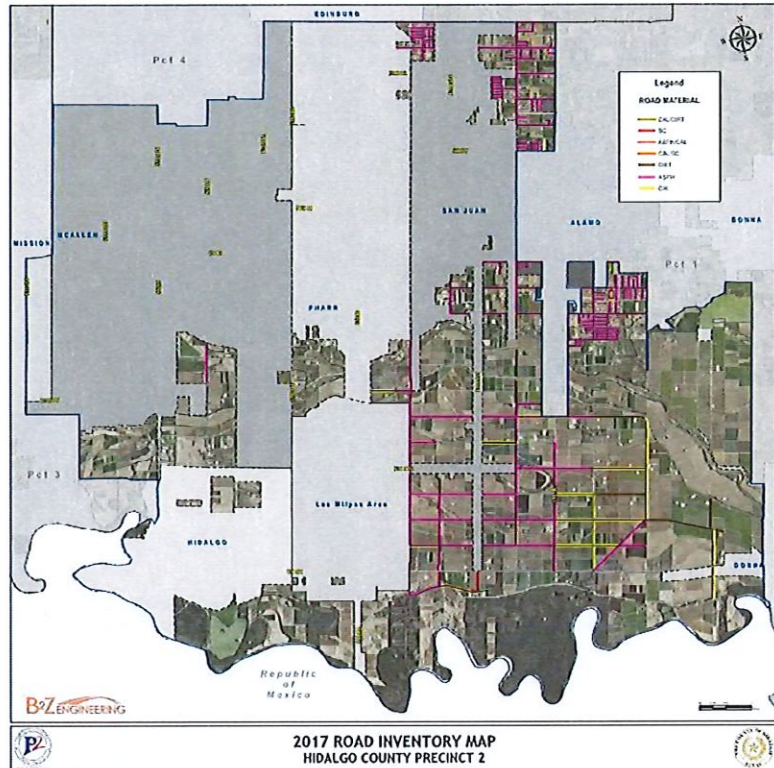
Client: Hidalgo County Precinct No. 2

Contact: Commissioner Eduardo “Eddie” Cantu – Ph. (956) 784-3510

Duration: 7 Months

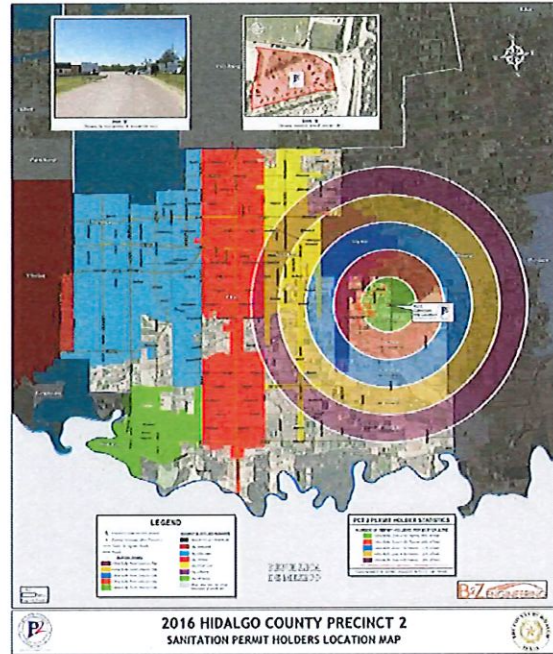
Description/Scope: B2Z was commissioned to digitize and develop detailed exhibits to support Hidalgo County Precinct No. 2's day-to-day operations within the Field Operation Department and to provide the Administration Office with critical census and demographic information. The nine maps generated by B2Z enhanced Precinct 2's efficiency and planning capabilities and established a foundation for future use, facilitating the development of Precinct 2's GIS database. B2Z's comprehensive mapping and data collection efforts aimed to support Precinct 2's operational efficiency and strategic planning.

Below is a comprehensive list of maps and data collections that B2Z developed and managed:



1. **Drainage Area Map Booklet** – B2Z compiled 55 maps, each measuring approximately 24”x36”.
 - a. The maps delineated the drainage areas and patterns within Precinct 2.
 - b. They incorporated comprehensive GIS Hydrologic Data, including 1-foot contours, ponding low areas, watersheds, water flow arrows, drainage network, irrigation network, and drain ditch elevations.
 - c. Each map featured inset images of drainage and irrigation structures gathered during on-site field visits and imagery provided by B2Z drone operations.
 - d. Data on drainage and irrigation structures included management details and structure names.
 - e. The maps highlighted registered Colonias and their street names.
 - f. Existing gas lines, as provided by the Texas Railroad Commission, were included.
 - g. All basemap data, such as state roads, main roads, and jurisdiction boundaries, were integrated.
2. **Overall Asset Identification Exhibit** – This exhibit highlighted all assets within Precinct 2, including parks, community recreation centers (CRCs), pools, and administration buildings.
 - a. Inset photos of assets and facilities were included, utilizing drone imagery.
 - b. Basemap data such as state roads, main roads, and jurisdiction boundaries were incorporated.
3. **Overall Brush Route Zone Exhibit** – This exhibit identified the updated brush zones within Precinct 2, which required research and field verification due to outdated existing zones.
 - a. It determined the most efficient routes for drivers.
 - b. Basemap data included state roads, main roads, and jurisdiction boundaries.

4. **Overall Shredder Zone Exhibit** – This exhibit identified the updated shredder routes within Precinct 2, requiring research and field verification due to outdated existing zones.
 - a. It quantified the areas of the zones.
 - b. Basemap data, such as state roads, main roads, jurisdiction boundaries, and Colonia labels, were included.
5. **Overall Patch Route Exhibit** – This exhibit identifies the updated patch routes within Precinct 2, incorporating state roads, main roads, and jurisdiction boundaries.
6. **Overall Exhibit for Sanitation Permit Holders** - This exhibit identified all sanitation permit holders using disposal facilities in Hidalgo County Precinct 2 based on a database provided by Precinct 2.
 - a. It pinpointed the locations of disposal facilities.
 - b. Precinct 2's address list was geocoded to create a geodatabase and shapefile associated with permit holder data.
 - c. Basemap data, such as state roads, main roads, and jurisdiction boundaries, were included.
7. **Overall Census and Demographic Exhibit** – This exhibit identified population clusters within Precinct 2's jurisdiction.
 - a. Coordination with Precinct 2 Administration was undertaken to gather other socio-economic data of importance.
 - b. Basemap data, including state roads, main roads, and jurisdiction boundaries, was incorporated.
8. **Overall Road Inventory Exhibit** – This exhibit identified road mileage within county limits and jurisdictional boundaries of Precinct 2.
 - a. It delineated the responsibility for roads at county and city lines.
 - b. Road types (concrete, asphalt, caliche, dirt) were identified.
 - c. Road data, including widths, lane widths, shoulders, and drainage types, were provided.
 - d. Road conditions were assessed, with insets highlighting significant deficiencies.
 - e. Basemap data, such as state roads, main roads, and jurisdiction boundaries, was included.
9. **Wi-Fi Colonia Zone Map** – This exhibit identified proposed Wi-Fi hotspots within Colonias in Precinct 2.
 - a. It details utility poles within Colonias and the companies responsible for them.
 - b. The Wi-Fi footprint and reach relative to homes within Colonias was displayed.



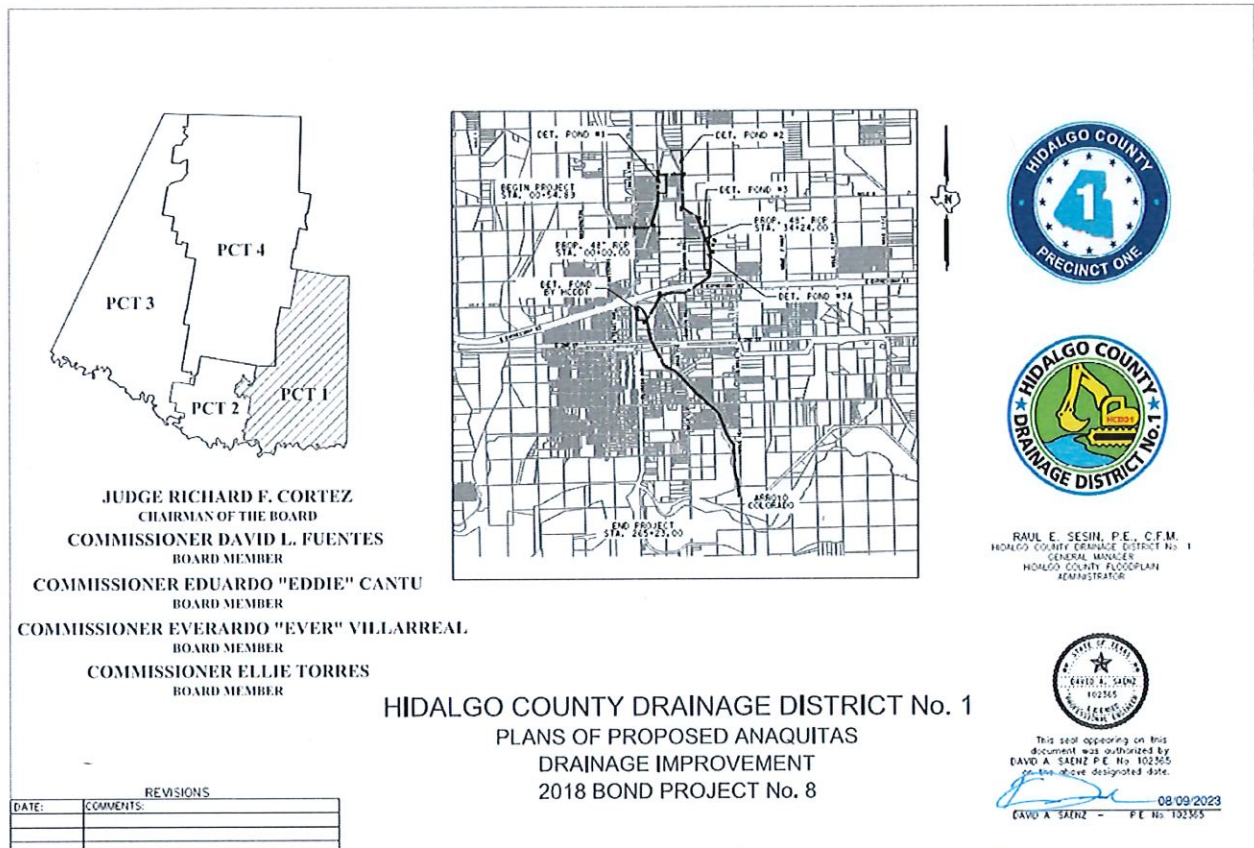
Anaquitas Drainage Improvement Project (Bond Project #8)

Client: Hidalgo County Precinct No. 1

Contact: Commissioner David Fuentes – Ph. (956) 968-8733

Duration: 18 Months

Description: The City of Weslaco has historically experienced inadequate drainage, resulting in significant flooding within the city limits and surrounding unincorporated areas. B2Z engineered a comprehensive plan to enhance the drainage system, focusing on a five-mile stretch of the Anaquitas Drain Ditch. This plan included the design of five detention ponds along the drain ditch to provide immediate flood relief during heavy rainfall events. The drainage improvements devised by B2Z benefited Colonias and subdivisions near the Anaquitas Drain Ditch and enhanced transportation and commercial properties typically affected by flooding in the area.



Scope: B2Z was contracted to develop plans, specifications, and estimates (PS&E) to enhance the drainage infrastructure in the City of Weslaco. This project encompassed increasing the capacity of the existing Anaquitas Drain Ditch, proposing new drainage ditch systems, and designing multiple detention ponds along the Anaquitas Drain Ditch.

References

The following pages provide B2Z references utilizing the Reference Form (Appendix M) provided in the Request for Proposal packet.

Reference Form

REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

Reference One

Client's Name: Hidalgo County Drainage District No. 1

Type of Organization: County Drainage District

Address: 902 N. Doolittle Rd., Edinburg, TX 78542

Contact Person: Raul Sesin, P.E., CFM Title: General Manager

Telephone: 956-292-7080 E-mail: raul.sesin@hcdd1.org

Project Information

Name of Project: Hidalgo County Colonia Drainage Improvement Study & Field Reconnaissance

Scope of Work: Evaluating all Colonias within Hidalgo County providing, Site-Specific Exhibits, Field Recon., Research and Data Collection of Exist. Public Infrastructure, Research and Data Collection of Existing Commercial Infrastructure, etc.

Contract Period: From June 2017 to January 2020

Cost: Projected \$: \$889K Actual \$: \$889K

Timeframe (Include Unit Measure) Projected 32 months Actual 32 months

Status as of January 2020 (Circle One) Complete In Progress Canceled
Date

Reference Two

Client's Name: City of Mission

Type of Organization: Local Municipality

Address: 1201 E. 8th St., Mission, TX 78572

Contact Person: Norie Gonzalez Garza Title: Mayor

Telephone: 956-580-8650 E-mail: mayorgarza@missiontexas.us

Project Information

Name of Project: On-Call GIS Contract

Scope of Work: B2Z was scoped to provide On-Call GIS services primarily for the Planning Dept. but on a case-by-case basis, to provide GIS assistance to other departments filtered by the Planning Department. Project was canceled because City created a GIS department.

Contract Period: From February 2019 to December 2020

Cost: Projected \$: \$120K Actual \$: \$120K

Timeframe (Include Unit Measure) Projected 23 months Actual 23 months

Status as of December 2020 (Circle One) Complete In Progress Canceled
Date

Reference Form

Reference Three

Client's Name: Hidalgo County Precinct 2
Type of Organization: Local Government
Address: 300 W. Hall Acres, Pharr, TX 78577

Contact Person: Eduardo "Eddie" Cantu Title: Commissioner
Telephone: 956-784-3510 E-mail: eduardo.cantu@co.hidalgo.tx.us

Project Information

Name of Project: On-Call GIS Mapping Services
Scope of Work: B2Z was commissioned to digitize and develop detailed exhibits to support Precinct 2's day-to-day operations within the Field Operations department and to provide to Administration office with critical census and demographic information.

Contract Period: From March 2017 to September 2017
Cost: Projected \$: \$149K Actual \$: \$149K
Timeframe (Include Unit Measure) Projected 7 months Actual 7 months
Status as of September 2017 (Circle One) Complete In Progress Canceled
Date

Reference Four

Client's Name: Hidalgo County Precinct 1
Type of Organization: Local Government
Address: 1902 Joe Stephens Ave., Ste. 101, Weslaco, TX 78596

Contact Person: David Fuentes Title: Commissioner
Telephone: 956-968-8733 E-mail: commissioner1@co.hidalgo.tx.us

Project Information

Name of Project: Anaquitas Drainage Improvement Project
Scope of Work: B2Z was contracted to develop PS&E to improve the drainage infrastructure in the City of Weslaco. This project encompassed increasing the capacity of the existing Anaq. Drain Ditch, proposing new drainage ditch infrastructure, and designing multiple detention ponds along the Anaq Drain Ditch.
Contract Period: From November 2020 to April 2023
Cost: Projected \$: \$535K Actual \$: \$535K
Timeframe (Include Unit Measure) Projected 18 months Actual 18 months
Status as of April 2023 (Circle One) Complete In Progress Canceled
Date

Team Member Qualifications & Experience

B2Z and its team members hold themselves to the highest level of both personal and professional integrity and only undertake tasks in which they can perform competently and expertly. This ethical standard has resulted in **B2Z not being party to a lawsuit since its inception in 2009, nor has a claim been made against its errors and omissions insurance policy.** Furthermore, all B2Z personnel follow the National Society of Professional Engineers (NSPE) code of ethics, six fundamental canons.



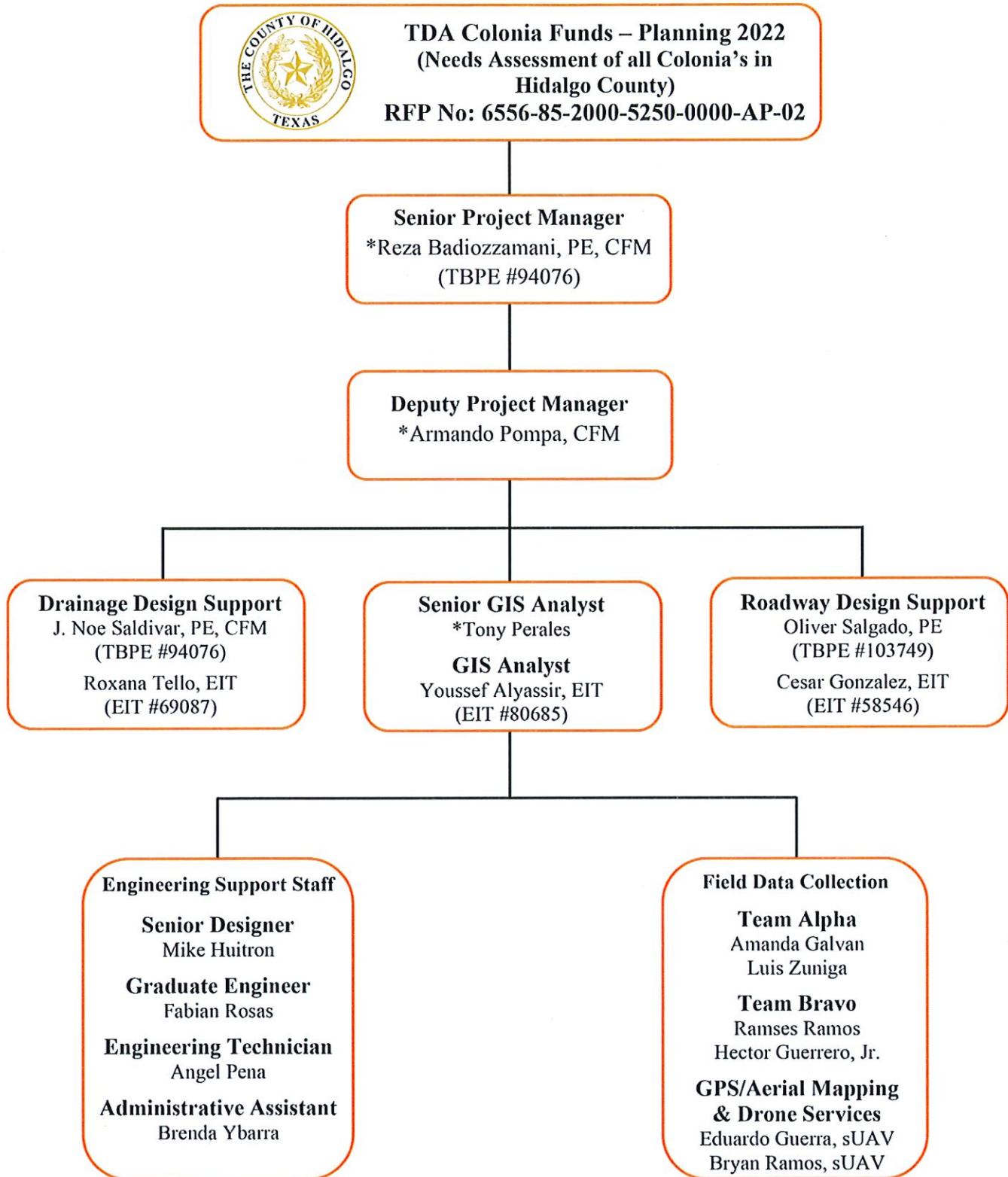
- ❖ Hold paramount the safety, health, and welfare of the public.
- ❖ Perform services only in areas of competence.
- ❖ Issue public statements only in an objective and truthful manner.
- ❖ Act for each employer or client as faithful agents or trustees.
- ❖ Avoid deceptive acts.
- ❖ Conduct themselves honorably, responsibly, ethically, and lawfully so as to enhance the honor reputation, and usefulness of the profession.

B2Z's staff is comprised of highly skilled individuals with extensive knowledge and expertise in providing engineering services to assist with the **Needs Assessment Project**, which will require the development and deployment of a Geographic Information System (GIS) and Mapping Services (an illustration of B2Z's Organizational Chart for this contract can be found on page 15).

Mr. Reza Badiozzamani, PE, CFM, will serve as **B2Z's Senior Project Manager** for this contract. He brings [over 22 years](#) of experience in civil engineering, with an emphasis in Program/Project Management. **Mr. Armando Pompa, CFM**, will serve as the **Deputy Project Manager/Senior GIS Analyst**. He is B2Z's Production Manager, bringing [over 20 years](#) of experience in the infrastructure industry. He oversees the civil infrastructure department by assisting the project engineering team with plan production and design input. Mr. Pompa also oversees the GIS department with over 18 years of experience as a GIS analyst. **Mr. Tony Perales** is **B2Z's Senior GIS Analyst**, bringing [over 15 years](#) of experience developing major transportation infrastructure projects statewide, with a heavy emphasis on project management and all GIS Support Tasks using ESRI mapping solution products.

Resumes with biographic summaries and project experience have been provided on the following pages for all Key Personnel.

Organizational Chart



* Indicates Key Personnel



Reza Badiozzamani, PE, CFM

Summary

Mr. Badiozzamani has over 22 years of experience in Civil Engineering, with an emphasis in Program and Project Management. He has extensive experience in public involvement/outreach and various aspects of project development and implementation. He has successfully completed work for various clients, including TxDOT, Hidalgo County RMA, Cameron County RMA, Hidalgo County, Hidalgo County Drainage District No. 1, City of Mission, Bexar County, and Travis County. His experience includes program master planning, project scheduling, public involvement, and outreach, and he has served as a Client Satisfaction Specialist throughout the state.

Relevant Project Experience

Hidalgo County Drainage District No. 1 Colonia Assessment Study

Mr. Badiozzamani was the lead engineer and oversaw the team working on the Colonia Assessment Study. The Colonia Drainage Study addressed flooding issues in specific Colonias within Hidalgo County. The study aimed to provide Hidalgo County Drainage District No. 1 with tailored drainage infrastructure solutions for each affected colonia. This involved conducting site-specific assessments to identify Colonias needing comprehensive drainage reports.

Hidalgo County Precinct 2 On-Call GIS Mapping Services

Mr. Badiozzamani was the lead engineer and oversaw the team working on digitizing and developing detailed exhibits to support Hidalgo County Precinct No. 2's day-to-day operations within the Field Operation Department and to provide the Administration Office with critical census and demographic information. The nine maps generated by B2Z enhanced Precinct 2's efficiency and planning capabilities and established a foundation for future use, facilitating the development of Precinct 2's GIS database.

Hidalgo County Drainage District No. 1 Mission Inlet Recertification Project

Mr. Badiozzamani was responsible for all public involvement and outreach with affected stakeholders. He worked as the liaison between Hidalgo County Drainage District No. 1 and FEMA/IBWC for the needed recertification and remapping efforts for Hidalgo County. Mr. Badiozzamani made multiple presentations to the Cities of Mission & McAllen on behalf of HCDD1 and managed the various aspects needed for implementation of the remapping effort.

City of Mission Madero International Bridge Presidential Permit

Mr. Badiozzamani worked with the City of Mission and their Mexican counterpart to perform a "feasibility study" for a new international bridge crossing across the Rio Grande. This coordination included outreach with the state department as well as the state of Tamaulipas needed for the final permitting of this new international bridge crossing.

Hidalgo County Outerloop Masterplanning Effort, Hidalgo County RMA

Mr. Badiozzamani was the lead engineer for over 60 professionals working on the master planning of over 130 miles of the new location Hidalgo County Outer loop project. This project consisted of over 12 different public open houses strategically held throughout the county to inform the affected stakeholders of the proposed facilities. Mr. Badiozzamani represented Hidalgo County RMA before the TxDOT Commission and ran point on the successful application of securing over \$112M to the project. Mr. Badiozzamani made various presentations to Hidalgo County Commissioners Court as to the status of the project and worked with the Hidalgo County MPO to have the adopted alignments included in the Hidalgo County Therefore Plan for the protection of the ROW.

Title

Senior Project Manager

Years of Experience

22

Education

BS, Civil Engineering, University of Texas – Austin w/Honors

Training/Certifications

Professional Engineer:
Texas/98862

Certified Floodplain Manager
CFM/2187-11N

Areas of Expertise

- Geotechnical Engineering
- Construction Materials Testing
- Bridge & Roadway Design
- Hydrology & Hydraulics
- Bidding Procedures
- Report Development
- Project Planning

TxDOT Pre-Certifications

3.2.1	10.1.1	14.1.1
4.2.1	10.2.1	14.2.1
4.4.1	11.1.1	14.3.1
5.2.1	12.1.3	14.4.1
5.5.1	12.4.1	14.5.1
8.1.1	12.5.1	



Armando Pompa, CFM

Summary

Mr. Pompa brings over 20 years of expertise in the infrastructure industry, having contributed to a diverse array of projects, including road and drainage design, GIS analysis, and drone surveying technology. As the overseer of the civil infrastructure department, Mr. Pompa aids the project engineering team with plan production and design input, ensuring the delivery of precise and functional solutions. He is tasked with providing clients with detailed maps and analyses to facilitate effective communication with constituents, along with GIS analytics to support community development and emergency preparedness. Additionally, Mr. Pompa manages the Drone department, which is pivotal in supplying clients and in-house projects with advanced survey-grade orthomosaic imagery and comprehensive land data, including contours, Digital Elevation Models (DEMs), hydro-statistical data, and post-disaster photography and videography.

Relevant Project Experience

Hidalgo County Drainage District No. 1 Colonia Assessment Study

Mr. Pompa supervised the drone team's mission to collect aerial imagery of all Colonia boundaries within Hidalgo County's four precincts. He also directed field data reconnaissance efforts utilizing Trimble survey data collection devices and ESRI tools, such as ArcCollector and Survey123. Furthermore, Mr. Pompa oversaw the GIS team to ensure the integration of data gathered by the drone and survey teams. This resulted in creating comprehensive site assessment maps, delineating Colonia legal boundaries, easements, existing utilities, and drainage systems.

City of Mission On-Call Geographic Information System (GIS) Services

Mr. Pompa and his GIS team served as the principal custodians of GIS data for the City of Mission. With the expertise of two Senior GIS Analysts boasting a cumulative experience of over 20 years, alongside one GISP-certified professional, B2Z assumed responsibility for the comprehensive collection, management, and processing of the City of Mission's GIS data. Mr. Pompa spearheaded the development of the city's inaugural online GIS web maps, which offer constituents real-time access to planning solutions. This initiative alleviates the need for residents to physically visit city hall to obtain information on municipal infrastructure.

Hidalgo County Precinct 2 On-Call GIS Mapping Services

Mr. Pompa orchestrated a collaborative effort among drone pilots, survey data collectors, and GIS analysts to produce exhibits crucial for supporting day-to-day operations of the Field Operations Department within Precinct 2. These exhibits also furnished the Administration office with vital census and demographic insights. Through this initiative, B2Z not only delivered nine strategically significant maps to enhance efficiency and planning capabilities within Precinct 2 but also laid the groundwork for future endeavors, thereby fostering the development of Precinct 2's robust GIS database.

Hidalgo County Precinct 1 Anaquitas Drainage Improvement Project

Mr. Pompa supervised a multidisciplinary team comprising Engineers, designers, and Technicians in the formulation of comprehensive plans aimed at rectifying the longstanding deficiencies in the drainage infrastructure spanning the City of Weslaco, specifically addressing the 5-mile-long Anaquitas Drain Ditch. Central to this plan was the strategic design of five detention ponds strategically positioned along the drain ditch to mitigate flooding risks during intense rainfall events. These drainage enhancements, engineered by B2Z, significantly benefited Colonias and subdivisions that discharge into the ditch, while concurrently bolstering the resilience of transportation networks and commercial properties prone to flooding within the vicinity.

Title

Deputy Project Manager /
Senior GIS Analyst

Years of Experience

20

Education

Bachelor of Business Administration:
Information Technology & Networks

Certifications

Certified Floodplain Manager
(CFM)/ 3642-19N

Areas of Expertise

- Emergency/Disaster Response Planning
- Hydrologic Mapping
- Data Research
- Drone pre-flight management & post flight processing
- Trimble Business Center
- Geo-referencing & Geo-processing
- Schematics
- Watershed Delineation
- Urban Planning
- Wetland Delineation
- Environmental Constraint Mapping
- Conceptual Layouts/Mapping
- 3D Visualization/Rendering
- Cartographic Design
- Metadata and Documentation
- Database Creation
- Utility Mapping

TxDOT Pre-Certification

1.9.1 – GIS & Data Analysis



Antonio Perales, Jr.

Summary

Mr. Perales brings over 15 years of experience in developing major transportation infrastructure-type projects statewide, with a heavy emphasis on Project Management and all GIS Support Tasks using ESRI mapping solution products. (ARC Desktop, ArcPro, Arc GIS Online). His responsibilities have included items such as Managing the development of added capacity transportation infrastructure schematics, developing environmental constraint data, researching and developing existing and proposed ROW data, coordinating with permitted and compensable utilities for adjustment, along with public property records research to generate a variety of mapping and data solutions.

Relevant Project Experience

Hidalgo County Drainage District No. 1 Colonia Assessment Study

Mr. Perales was responsible for oversight of all GIS aspects of this project which included mapping over 900 registered Colonias in Hidalgo County. All mapping included georeferenced drone aerial imagery, site assessment photos, state-maintained metrics, and available utility infrastructure data. A final site assessment report that included an evaluation matrix with a tiered ranking system was generated.

Hidalgo County Road Inventory Assessment

Responsible for developing a web collection data application. Created a dashboard for the county using all the collected data through the web app. Set up ESRI and ArcGIS Online accounts specifically for this project. Provided training on ArcPro and Arc GIS Online (AGOL).

Hidalgo County Precinct 2 On-Call GIS Mapping Services

Mr. Perales was responsible for collecting data and producing maps and exhibits for the Precinct 2 Field Operations. These maps and exhibits supported the precinct's day-to-day operations and established a foundation for future use, facilitating the development of the Precinct's GIS database.

City of Mission On-Call Geographic Information System (GIS) Services

Mr. Perales was responsible for overseeing the implementation of a new GIS-powered website for the City of Mission 2020 GIS Project. He set up an ESRI AGOL account for the city and acted as the liaison between the Asst. City Manager, IT and Planning Department. Mr. Perales digitized all the city's data and incorporated it into various interactive GIS web dashboards for the public. He also developed a data collection app for the City Fire Dept. to collect all fire hydrants in the city and to assist in facilitating inspections of each hydrant.

Hidalgo County Precinct #4 FEMA Damage Assessment Mapping

Responsible for producing maps and exhibits for damage assessment of flooding. Quantified acres, linear footage, and dollar amounts for damaged areas. Maps produced helped secure \$3.9 Million in assistance from FEMA for Precinct #4.

Harris County Flood Control District (HCFCD) – Roadway Age and Row Width

Mr. Perales was responsible for providing a comprehensive evaluation of all the roadways within Harris County. His evaluation of the data sets collected focused on identifying the age and existing ROW width for all roadway projects within the study area. This assignment included evaluating over 15,000 miles of roadways over an accelerated 6-month time schedule. HCFCD is using this newly developed data to assist them with establishing a nexus between unmitigated historical roadway construction and flooding.

Title

Senior GIS Analyst

Years of Experience

15

Education

Bachelor of Business
Administration – Management
Information System (MIS)
University of Texas – Austin

Areas of Expertise

- Data Collection, Analysis & Visualization
- Data Management & Research
- Dashboard Creation
- Data Collection App Development
- NEPA Compliance
- ROW Mapping Review & Verification
- Utility Adjustment Mgt. (Compensable & Permitted)
- Watershed Delineation
- Urban Planning
- Wetland Delineation
- Environmental Constraints Mapping
- Conceptual Layouts/Mapping
- Utility Mapping
- Plat Mapping
- Easement Mapping
- Hydrologic Mapping

Understanding of the Project

The Texas Department of Agriculture (TDA) Colonia Fund Construction Program offers grants to qualified applicants for essential infrastructure enhancements, encompassing water and wastewater systems and housing rehabilitation for low—to moderate-income households. Additionally, it supports the payment of assessments on properties owned and occupied by individuals within this income bracket, facilitating the recovery of capital costs associated with public improvements. The fund also extends to infrastructure enhancements like street paving and drainage improvements, aiming to uplift community standards and resilience.



This fund targets eligible county applicants seeking support for projects located in severely distressed unincorporated areas meeting the defined criteria as "Colonias." These areas are typically units of general local government within non-entitlement areas within 150 miles of the Texas-Mexico border.



Defining 'Colonia'

The term 'Colonia' refers to any identifiable unincorporated community that meets specific objective criteria, such as the absence of a potable water supply, inadequate sewage systems, and substandard housing conditions. *It's important to note that these communities must have been identified as colonias prior to the enactment of the Cranston-Gonzalez National Affordable Housing Act on November 28, 1990, which set the stage for addressing these critical issues.*

The TDA Colonia Fund Construction Program allocates awards through a competitive selection process among qualifying counties on an annual basis. This process ensures fairness and transparency, with individual awards capped at a maximum of \$1,000,000, significantly boosting the selected projects.

In a collaborative effort to address critical public health and environmental challenges in the U.S.-Mexico Border region, the Hidalgo County Urban County Program, facilitated by the Texas Community Development Block Grant (TxCDBG) program, has initiated a joint initiative. This initiative focuses on conducting a comprehensive Needs Assessment across all Colonia communities within Hidalgo County in alignment with federal mandates.



The B2Z team understands that this **Needs Assessment Project** aims to identify gaps in water and waste disposal infrastructure, transportation, and other essential infrastructure elements. Ultimately, it will pilot innovative strategies to assist underserved communities in accessing financial and technical support. Additionally, the initiative seeks to establish sustainable management entities capable of maintaining public service infrastructures over the long

term. Special attention will be given to enhancing roadways, transportation modes, and other necessary infrastructure components as identified during the assessment process.

This Needs Assessment Project will serve as a pivotal determinant for identifying Colonias that meet eligibility criteria for receiving annual funding under the Texas Department of Agriculture's Colonia Funding Construction Program.



Experience & knowledge of state & federal community development guidelines & funding projects and collaborating with responsible entities.

As a key TxDOT Colonia Access Program participant, The B2Z team has leveraged its extensive expertise in state and federal community development guidelines and funding mechanisms. Our collaboration with local municipalities and stakeholders in Hidalgo County has successfully facilitated project funding for Colonias within the region, ensuring strict adherence to the Colonia Access Program's eligibility criteria.

Established under Texas legislation in 2002 and administered by the Texas Department of Transportation (TxDOT), the Colonia Access Program allocated \$175 million to eligible counties within TxDOT districts encompassing El Paso, Laredo, and Pharr. This initiative adhered to the Texas Water Development Board Rules under Water Code §16.343. **B2Z diligently collaborated with each project's stakeholders to verify that each Colonia satisfied the Project Selection Criteria.** Key considerations included proximity to existing or planned school bus routes, road infrastructure condition assessments, and drainage facilities' adequacy within each Colonia.



B2Z's Project Approach

We understand that Hidalgo County is seeking to enter into a contract with a vendor who has experience in Colonia Needs Assessment Planning Services. As shown through our past project experience, the B2Z team is highly qualified to provide the Needs Assessment of all Colonia's in Hidalgo County. Utilizing the experience gained from our past projects, **B2Z has refined its methodologies to minimize the acquisition of redundant and non-usable data, streamlining the collection, cataloging, and analysis of colonia-specific data efficiently.**

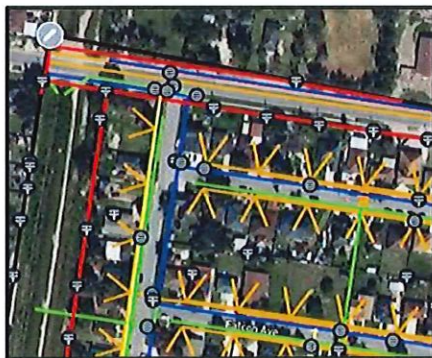
The Needs Assessment Project will be structured into three distinct phases.

- ❖ **Phase 1** will focus on comprehensive data acquisition and community engagement.
- ❖ **Phase 2** will involve organizing and systematically cataloging all gathered data and information.
- ❖ **Phase 3** will center on formulating preliminary cost estimates for Colonia improvements and creating final recommendations tailored to each Colonia's specific needs.

Phase 1 – Data Acquisition & Community Engagement

Given the extensive scope of the Colonias requiring assessment, the B2Z team will prioritize operational efficiency during this phase by performing the following:

- ✓ Prior to initiating field reconnaissance, B2Z will request and collect all relevant GIS and digital files pertaining to existing utility infrastructure, including sewer and water systems, from local and county entities.



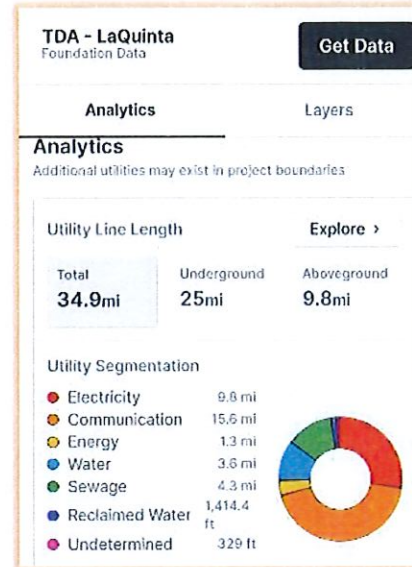
- ✓ B2Z has implemented advanced technology designed to significantly enhance the efficiency of gathering comprehensive utility data across each Colonia. **Through a strategic partnership with a company utilizing Artificial Intelligence (AI) – driven solutions, B2Z can rapidly extract subsurface utility information from various sources, including utility owners, government agencies, and historical records.** Traditional utility location methods typically involve contacting a One-Call/811 center, relaying requests to utility owners. However, these owners are often under no legal obligation to provide complete data and may choose to share

limited or no information. This inconsistency in data availability highlights the transformative potential of B2Z's new AI technology, which automates the process by scanning municipal, government, and utility databases to quickly and accurately identify existing utilities. *This drastically reduces the discovery time, streamlining the process and ensuring more reliable results.*

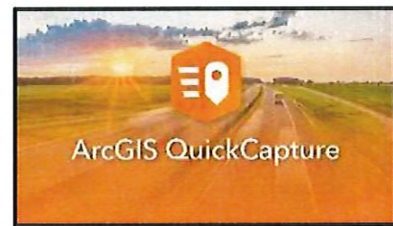
- ✓ Additionally, B2Z will acquire data on available transportation infrastructure, public health, environmental, and socio-economic demographic statistics from all accessible sources.



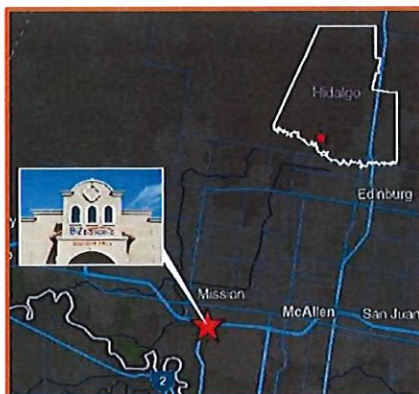
- ✓ During field visits, the B2Z team will utilize advanced industry-grade drones and survey equipment, ensuring enhanced precision and fidelity of the collected data. B2Z will implement staffing redundancy by assigning two dedicated teams, **Team Alpha** and **Team Bravo**, to collect all necessary colonia data simultaneously. *This dual-team strategy ensures comprehensive coverage and efficient data collection, allowing us to confidently meet the project schedule.*



- ✓ Using ESRI's QuickCapture, B2Z will develop a customized data collection application to streamline the on-site field data gathering process. This application will incorporate all the metrics requested by the Texas Department of Agriculture (TDA) and enable the collection of geo-referenced photos to document the colonia's current conditions. Additionally, the app will be integrated with an interactive dashboard, allowing real-time visualization of the collected field data.



- ✓ B2Z will have dedicated teams engaging with Community Resource Centers and community leaders to gather historical data that may not be readily apparent during initial site visits. B2Z will leverage ESRI's Survey123 software to develop a mobile web form featuring project-specific questions. This tailored form will facilitate precise and efficient data collection that is aligned with the project's requirements. *This multifaceted approach ensures comprehensive data acquisition and facilitates a thorough assessment process.*

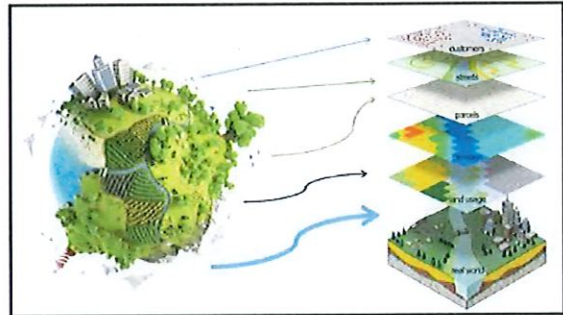


As a locally established firm with deep-rooted connections in the community, B2Z is uniquely positioned to engage effectively with residents in each Colonia community. Our team brings extensive experience in on-the-ground data collection, enhancing our approachability and communication with community members. This background ensures we can relate to the residents and gather data efficiently and accurately.

Phase 2 – Organizing, Cataloging, and Analyzing Collected Data and Information

To ensure the efficient collection and preservation of essential data, **B2Z will implement a systematic approach to gathering, cataloging, and analyzing information from each colonia.** This will be achieved through the following tasks:

- ✓ B2Z will develop a comprehensive master Excel spreadsheet designed to retain all mandatory information for each Colonia, as well as any additional data observed in the field or obtained through community engagement. This spreadsheet will be the foundational database for the final report and recommendations. ***It will be meticulously organized, user-friendly, and write-protected to safeguard against inadvertent data modification post-delivery.***
- ✓ B2Z will also develop a **Geographical Information Systems (GIS) database**, which will encompass all information stored in the master Excel spreadsheet and supplementary data collected in the field. The GIS database will include comprehensive attributes and metadata for each Colonia, enabling end-users to generate additional maps and reports beyond the scope of the final deliverable. This enhanced access to Colonia analytics will provide substantial value, offering a significant return on investment.
- ✓ B2Z will map all colonia locations and integrate all digital data obtained through community outreach with field data collected during field reconnaissance. This comprehensive mapping will facilitate statistical analysis and aid in identifying the following:
 - The number of designated colonias in a given area.
 - The status of water and waste disposal infrastructure, roads, transportation modes, and other infrastructure needs, along with public health and environmental risks.
 - The extent of socio-economic challenges.



B2Z's detailed mapping and assessment of all the colonias in Hidalgo County will support the County in achieving the project goal by providing a foundation for the TDA Colonia Fund. This assessment will help prioritize future CFC projects, identifying which colonias are in greatest need of public services such as water, streets, sewer, or drainage, whether for new construction or upgrades of existing infrastructure.

Cost Proposal & Project Schedule

B2Z Engineering's cost proposal includes a comprehensive site assessment for **all colonias** within Hidalgo County. The B2Z team will also provide **detailed construction cost estimates** for those colonias identified as having the highest needs based on public services (such as water, streets, sewer, or drainage), health, environmental, and economic challenges highlighted in the site assessment provided.

Based on B2Z's extensive experience in colonia data collection for a previous study with Hidalgo County Drainage District No. 1, we will utilize both our physical resources and AI-powered data collection tools to enhance the existing dataset. *With our proven expertise and efficient resource management, we are confident in completing this project ahead of the 18-month schedule, targeting an anticipated completion within just over **16 months**.*

In line with our strategic approach, we have developed a **competitive fee proposal**. This pricing reflects our expertise from similar projects, the integration of existing datasets, and a deep understanding of the core needs of Colonia's in Hidalgo County. The total project cost is **\$454,510.92**. Detailed information, including the man-hour breakdown and the proposed work schedule, can be found in Section 3 – Appendix "B" – Proposal Page.

Section 2
Legal Notice Acknowledgement



September 25, 2024

Mr. Ignacio Amezcua, MBA, CTCM, CTCD
Hidalgo County Purchasing Director
2802 S. Business Hwy 281
Edinburg, Texas 78539

RE: Legal Notice Acknowledgement Statement
TDA Colonia Funds – Planning 2022 (Needs Assessment of all Colonia’s in Hidalgo County)
Request for Proposal (RFP) No. 6556-85-2000-5250-0000-AP-02

In accordance with the requirements and subject to all laws and regulations of the United States and state and local laws, **B2Z Engineering, LLC (B2Z)** proposes and commits to furnish all labor, equipment, materials, software, and services as outlined in the documents hereinbefore mentioned. **B2Z** further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

B2Z acknowledges receipt of all the pages of the documents referenced in the Request for Proposals Submission Outline/Checklist presented in connection with this procurement. **B2Z** understands that if Hidalgo County feels that none of the submitted sealed qualifications meet its requirements, the County reserves the right to refuse and reject all qualifications and start the procurement process anew.

B2Z agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: B2Z Engineering, LLC

Address: 900 S. Stewart Road, Suite 12, Mission, TX 78572

Printed Name: Aisha Gonzalez

Title: President/Owner

Signature:  Date: 09/24/2024

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.

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.
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.
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. **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 known to have received or requested a copy of the procurement packet directly from the Hidalgo County Purchasing Department. Offeror must sign in **blue** ink and include it in the returned submission package.
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.
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.

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, the contract provisions listed in Appendix "N" of this procurement packet and the following:

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.

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.

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.

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.

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.

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.

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.

7.7 Disclosure of Conflict of Interest.

7.7.1 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.

7.7.2 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.

7.7.3 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.

7.7.4 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.

7.7.5 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, at 100 N. Clossner, Edinburg, TX 78539 no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. 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.

7.7.6 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".

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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).

7.14 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.

7.15 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.

8. **CONTRACT OBLIGATION.** Hidalgo County Commissioners Court must award the contract and the County Judge must sign the contract before it becomes binding on Hidalgo County or the Offeror. 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.
9. **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.
10. **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.

11. **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.
12. **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>.
13. **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.

14. **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.

14.1 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.

14.2 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 Texas Department of Agriculture (TDA), require inclusion of the contract terms found in Appendix "H" and Appendix "N". It is the County's intention to comply with TDA requirements; therefore, any conflict in terms should be resolved as such.

15. **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.
16. **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.
17. **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.
18. **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.
19. **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.

20. **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.
21. **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.
22. **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.
23. **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.

24. **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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.

32. **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: [ADD CORRECT WEBSITE LINK](#). 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.
33. **PROCUREMENT PACKET FORM COMPLETION.** Fill out and return to the Hidalgo County Purchasing Department one (1) complete response in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE COMPANY NAME, RETURN ADDRESS, THE RFB, RFP, RFQ, etc., PROJECT DESCRIPTION, OPENING DATE AND TIME, AND BE MARKED "SEALED SUBMISSION"**. For Offeror's convenience, the shipping label on Appendix "N" can be used on the submission packet. An authorized representative of the Offeror should sign the Submission Cover Sheet. The contract will be binding only when signed by Hidalgo County, funds are certified by the Hidalgo County Auditor, and an official Hidalgo County Purchase Order is issued by the Hidalgo County Purchasing Department.
34. **PROCUREMENT PACKET SUBMISSION.** Offeror must submit all completed responses to the Hidalgo County Purchasing Department reception desk at 2802 S. BUS. HWY 281, Edinburg, Texas 78539 by the date and time listed under the Submission Deadline and Bid Opening section of the Procurement Overview. Late submissions will not be accepted for any reason.

33.1 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.

35. **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".
36. **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.

37. **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.

38. **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.

39. **REFERENCES.** 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. 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.

40. **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 in hard copy according to the instructions contained within this procurement packet.

41. **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.

42. **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.

43. **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.

44. **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.
45. **TERM OF CONTRACTS.** If the contract is intended to cover a specific time period, the term will be specified in Appendix A: Requirements/Specifications. 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.
46. **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.
47. **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.
48. **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.
49. **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.
50. **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.
51. **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.

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**Section 3
Appendix "B" – Proposal Page**



COST PROPOSAL
TDA Colonia Funds - Planning 2022
(Needs Assessment of all Colonia's in Hidalgo County)

RFP No. 6556-85-2000-5250-0000-AP-02

TASKS		MANHOURS							Subtotal
		SENIOR PROJECT MANAGER	DESIGN ENGINEER	GIS ANALYST	UAS PILOT	ADMIN/ CLERICAL	Total Hours		
DATA COLLECTION									
1	Conduct Record Search per Colonia (SoS, OAG, TWDB, GIS Databases, etc.)	6	8	380					\$53,290.94
2	Develop Field Data Collector App & GIS Dashboard (using ESRI's QuickCapture for App and ESRI's Experience Builder/ or Dashboard)	4	6	50					\$8,548.92
3	Develop Colonia Basis Information Digital Survey (using ESRI's Survey123)	4	6	28					\$5,619.84
4	Field Data Collection (On-Site Field Visits, Surveying, & Drone Data Collection)	8	8		937				\$100,071.60
5	Existing Infrastructure Research (State and County Databases)	4	6	50					\$8,548.92
DOCUMENTATION & ANALYZE DATA									
6	Develop a Hidalgo County Colonias Database (Population, No. of households, No. of Businesses, & other Metrics)	8	8	31					\$7,350.62
7	Develop a Hidalgo County GIS Master database (to be used for future assessments)	8	8	31					\$7,350.62
8	Documentation of any Factors Leading to a "Disadvantaged Community" Designation	8	38			40			\$10,650.68
COLONIAS ASSESSMENT									
9	Assessment of Needs (Availability and Adequacy of Utilities, Road Conditions, Housing Conditions, Emergency Respsns., etc)	20	40						\$10,861.00
FINAL REPORT, SITE ASSESSMENT MAPS, & COST ESTIMATE									
10	Develop a Site Assessment Map per Colonia (937 Colonias)	20	38	905					\$131,072.42
11	Develop a Final Report providing Recommendations for Project Development	20	70			40			\$18,288.40
12	Provide Cost Estimates, per Colonia for Infrastructure Improvements	70	130						\$36,612.10
MEETINGS & COORDINATION									
13	Conduct Outreach Meetings with Community Leaders and with County CRCs	8	40						\$14,154.16
14	Project Coordination (with Local Officials, Community Leaders, and residents)	40	40						\$22,562.80
Labor Hours		228	446	1475	937	240		3,326	434,983.02
Hourly Base Rates		\$ 75.00	\$ 40.00	\$ 38.00	\$ 29.50	\$ 23.00			
Contract Rate FY2024		\$ 262.77	\$ 140.14	\$ 133.14	\$ 103.36	\$ 80.58			
Total Labor Costs		\$ 59,911.56	\$ 62,502.44	\$ 196,381.50	\$ 96,848.32	\$ 19,339.20			\$434,983.02

Direct Expenses
Mileage (\$0.67/mile) Units 9,370
Aerial Drone Flight (\$250/hr) 53
Total Direct Expenses \$ 19,527.90

Total Cost \$454,510.92

