

EXHIBIT "A"

HIDALGO COUNTY - WIC PROGRAM "LEASE OF OFFICE SPACE - RIO GRANDE CITY"

Bid No.: 07-272-08-11CGV

Instructions to bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

SPECIFICATIONS

1. Said office space shall have the designated rooms or areas for conducting the following functions:
 - Reception area, Nutrition Education, Counseling room, Issuance of food cards via computers, lab, lactation room, lounge area and two (2) storage rooms.
2. Said office space should be located in a major thoroughfare in the area of Starr County in Rio Grande City, Texas.
3. Building shall consist of a minimum of 2,500 square feet to a maximum of 2,700 square feet of available floor space to perform WIC services;
4. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations;
5. Building premises shall have public handicapped accessible restroom facilities for both men and women. Separate restroom facilities for employees;
6. The public parking lot shall consist of at least twenty (20) parking spaces available for clients, 10 parking spaces for employees with two (2) designated handicap parking spaces, with ramp access available from such spaces to the building. Building access must comply with American Disability Act Parking Requirements;
7. Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pick up;

8. Building shall be free from rodents & insects prior to occupancy by the WIC Program staff. Lessor will be responsible and at Lessor's expense for pest control throughout term of this contract/lease;
9. The floor plans of the building will be constructed according to the Program Director. If present building needs renovation; the renovation work will be made by Lessor and at Lessor's cost;
10. Central air/heating will be provided for ample cooling/heating of the entire building. Lessor will be responsible for electrical, central air & heating maintenance , also by keeping entire Building free of mold at all times;
11. Floors should have commercial or ceramic tile, no carpeting. Lessor is responsible for floor maintenance.
12. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of awarding bid and execution of contract or the award will become void/null;
13. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null;

REQUIREMENTS AND/OR TERMS & CONDITIONS

1. The awarded bidder shall adhere to the following insurance requirements:
 - Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.
 - Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: **Insurance Requirements: See Exhibit "C" attached.** Plus also insure building for fire, accident and natural disaster;
 - The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.
2. Bidder must charge by the square foot for the rental space;
3. The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract;

4. Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) performance of services and/or specifications ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.
5. Building shall be in good working condition and be handicap accessible to provide services to all clients. The building shall also be safe from rodents and insects prior to occupancy by the Hidalgo County WIC Program staff;
6. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract;
7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract/lease agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County;
8. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building;
9. Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action;
10. Provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

Term:

1. The initial term of contract/lease shall be for a period of three (3) years with the County's option to renew contract for two (2) additional one (1) year terms under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause;
2. Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) performance of services and/or specifications ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.
3. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County;

Additional Information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, Purchasing Agent, at 100 East Cano, 4th Floor, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

All written inquiries will be accepted via facsimile no later than, Wednesday, **August 1, 2007**, at 5:00 P.M. at (956) 318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, **August 3, 2007**.

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