

EXHIBIT A
HIDALGO COUNTY
“LEASE OFFICE SPACE to HOUSE DPS- CITY OF WESLACO”
BID NO: 2010-028-00-00-MEG

SCOPE OF SERVICES:

The proposed building should be in good working habitable condition and must consist of designated rooms or areas for conducting of the following functions as follows:

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”).

SPECIFICATIONS/ REQUIREMENTS

1. The proposed office building must provide a minimum of 2050 square feet to a maximum of 4,000 square feet.
2. Bidder shall charge by the square foot. The bid should reflect the actual square feet of the building being proposed.
3. Adequate parking spaces for the general public, with ten (10) designated parking spaces for staff vehicles, which two (2) will be handicap spaces, one (1) handicap van accessible, for a total of **15** parking spaces.
4. Two (2) Large Squad Rooms, approximately 30'x30 for Twelve (12) Patrol Troopers and 6 CVE Troopers, to accommodate desks, filing cabinets and other office equipment, furniture required to run the DPS Office efficiently.
5. An office for six (6) Commercial Vehicle Enforcement Troopers, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.
6. An office (14'x14') for Highway Patrol Supervisor, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.
7. Receptionist area to accommodate copier, computer hutch, filing cabinets, fax machine, and other office equipment and furniture required to run the DPS Office efficiently. Adequate seating area for the general public with accessibility of a water fountain for public use in the receptionist area.
8. An office (12'x12') for DPS Secretary, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.
9. An office (12'x12') for MCB-CR Investigator, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.
10. Adequate storage space for janitorial, office and other equipment supplies.
11. A Computer Room (14'x14') for two (2) computers and two (2) desks, and other office equipment and furniture required to run the DPS Office efficiently.
12. A Debriefing/Meeting Conference Room (20'x20') required to run the DPS Office efficiently.

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13. Break Room for refrigerator, microwave, table and chairs.
14. Security Lighting must be provided on the outside and inside of the proposed building and approved by Hidalgo County (DPS) Department.
15. The building must have one (1) entrance and one (1) exist.
16. An existing building must be ready for occupancy with all specifications/requirements completed and in compliance with the (ADA), American with Disabilities Act within ninety (90) days from the date of the awarding of the bid or the award will become null.
17. The building must meet all ADA accessibility requirements for all entrances, restrooms, and shall be fully handicap accessible for all parking areas.
18. Bid premises must have designated public restrooms that are handicap accessible for both men and women. Separate restroom facility for employees, also must be handicap accessible for men and women.
19. The building should be well insulated with an ERA rating of minimum of eleven (11).
20. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: Insurance Requirements: **See Exhibit “C” attached.**
21. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to lease services being performed by Lessor hereunder.
22. Bid premises must have water, sewer, (natural gas if applicable) and electricity, central air and heating of the entire building, including garbage pick up.
23. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.
24. It is the Lessor’s responsibility to have an **Air Test** on a yearly basis while contract is on going with the County and Lessor **must** provide test results to the Purchasing Department.
25. Hidalgo County reserves the right to have the building inspected on an as needed basis in as much as to ensure that building is meeting up to standard requirements while contract is on going with the County.
26. Any and all repairs will be done on a timely manner as prioritized by Department of Public Safety (DPS) Office.
27. Building shall be safe from rodents and insects prior to occupancy by the Weslaco DPS and it will be the Lessor’s responsibility for the expense for pest control throughout the term of this contract.

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28. Bid premises shall be in good working conditions and be handicap accessible to provide services to the general public. The bid premises shall have adequate air conditioning and heating available. Maintenance of air conditioning and heating shall be the responsibility of the Lessor and it is the lessor’s responsibility to have air quality maintained so as to ensure that the building is mold free. It is the Lessor’s responsibility to have an **Air Test** on a yearly basis while contract is on going with the County and Lessor **must** provide test results to the Purchasing Department.
29. If any renovations to the office building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the Bidder. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme acceptable to the Commissioner’s Court designee (s) Point. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, the agreement will be expired.
30. Bidder must provide the legal description of the property along with your bid and include a proposed “FLOOR PLAN LAYOUT” of you facility.
31. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Weslaco DPS. A copy of the required lease is included as a draft in this bid package and is subject to change depending on the type of award made by Commissioner’s Court (i.e. Lease Agreement or Lease Purchase Agreement;)
32. Building should be equipped with fire extinguishers for each department 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.
33. Prior to occupancy or commencement of the lease agreement and every year afterward for the duration of the contract, the Bidder must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Must be present at all times. Established temperature and relative humidity comfort zones are defined as:
- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.
 - Hidalgo County reserves the right to review the Indoor Quality Test results.
34. Public Buildings must be free of environmental hazards such as (i.e., mold, lead, asbestos, mold spores, fungi, yeast, etc.). Please provide information that the building proposed is free for environmental hazardous materials, any toxic substance as defined under Federal, State law and local regulations.

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35. HVAC Systems must be cleaned and inspected prior to occupancy by County and on an annual basis at the Bidder's expense.
36. Hidalgo County requires a third party inspection, at Bidder's expense, with accompanying report of a property condition report/assessment of building (i.e. roof, plumbing, HVAC, electrical, etc.) no older than ninety (90) days from the date of bid submittal;
37. Any and all repairs will be done on a timely manner as prioritized by Department Of Public Safety (DPS) Office.
38. Hidalgo County shall require and must have permission to install phone lines, audio, video and/or data cabling in the facility if necessary, and will be able to remove any/all installations done by the county at the end of the lease if the County wishes to do so.

TERMS & CONDITIONS

1. Term of contract shall be for a period of one (1) year with the County's option to renew for an additional (2) one year term under the same terms and conditions. During initial lease term, or renewal term contract will have a thirty (30) day termination/cancellation clause.
2. Any contract awarded to a successful bidder will be in effect until
 - (a) the contract expires
 - (b) delivery and acceptance of products and/or performance of service ordered, or
 - (c) Terminated by County with sixty (60) day's written notice prior to cancellation.
3. 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/ contract
4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract 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.
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
7. All cost and expenses associated with the preparation and submission of bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

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9. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County’s best interest to do so.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must 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.
 - The Vendor must 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.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier’s notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. 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.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor’s costs for items and/or supplies 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.
- 3) **Timeframe for Adjusted Price Increases:** 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 too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the

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Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** 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 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.

- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

10. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

11. Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

12. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, January 06, date, 2010 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **FRIDAY, January 08, 2010 by 5:00 P.M.**