

Hidalgo County Head Start Program Policy Council Agenda Request

DATE: February 17, 2010

SUBJECT: Discussion/Approval to Advertise Including
Approval of Specifications (as attached hereto) for
Sealed Bids on Lease of Classroom Space for the
Following Areas:

- A. Classroom Space-Donna Area
- B. Classroom Space- Edinburg Area
- C. Classroom Space -Mercedes Area (2)
- D. Classroom Space- McAllen Area (2)
- E. Classroom Space- Mission Area (2)
- F. Classroom Space-Pharr Area

RATIONALE/NEED: There is a need to bid classroom space to serve
children and families in the Donna, Edinburg,
Mercedes, McAllen, Mission, and Pharr areas.

RECOMMENDATION: Administration recommends approval

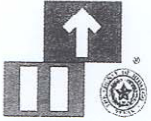
COST: N/A

RELATED INFORMATION INCLUDED: Memo/Specifications

INITIATED BY: Ambrosio Tovar, Procurement Director *AT*

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *EG*

PROGRAM DIRECTOR'S APPROVAL: *Jessica Flores*



HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540 ♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director
FROM: Ambrosio Tovar, Procurement Director *at*
DATE: February 4, 2010
SUBJ: Classroom Space Advertisement

Currently we have a total of nine (9) locations leased to Texas Regional Properties. These locations are properties of the Texas Regional Properties secured as far back as 1998 for \$10.00 a year. The county's instructions have been for us to advertise for bids and develop contracts with an option to renew on a yearly basis by utilizing an extension letter. The locations are as follows:

SPACE	AREA	Head Start Site	Name of Apartment
Classroom	Donna	Donna IV	La Amistad Apt.
Classroom	Edinburg	Edinburg III	Galilean Apt.
Classroom	Mercedes	La Herencia	La Herencia Apt.
Classroom	Mercedes	Mercedes II	La Estancia Apt.
Classroom	McAllen	McAllen IV	Padre De Vida Apt.
Classroom	McAllen	McAllen VI	El Patrimonio Apt.
Classroom	Mission	Mission III	Pueblo De Paz Apt.
Classroom	Mission	Mission IV	Rio De Vida Apt.
Classroom	Pharr	Las Milpas II	El Pueblo Apt.

The agreement attached has been reviewed by the Head Start legal counsel and the County's legal counsel. The agreements will have the option to renew on an annual basis with the same terms and conditions.

Should you have any questions please call me. Thank you.

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
“LEASE OF CLASSROOM SPACE-_____ AREA”
February 23, 2010
BID NO: 2010-005-02-23

- 1) Request For Sealed Bids Letter
- 2) Request for Sealed Bids, Legal Notice, 6 pages
- 3) Exhibit A: Requirements Criteria, 6 pages
- 4) Exhibit B: Bid Page, 2 pages
- 5) Exhibit C: Insurance Requirements, 3 pages
- 6) Respondent/Vendor Application
- 7) Historically Underutilized Business (HUB) Declaration
- 8) Certification Regarding Debarment, & Suspension, 1 pages
- 9) Draft Contract for Professional Services, 10 pages
- 10) W-9 Form (Request for Taxpayer ID) 1 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

February 23, 2010

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - _____ AREA"
BID NO: 2010-005-02-23

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for "Lease of Classroom Space - AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.
2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's Name And Return Address Clearly Typed/printed on Upper Left Hand Corner And The Proper Notation Clearly Typed/printed on The Lower Left Hand Corner: **SEALED BID "Lease of Classroom Space - AREA"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Tuesday March 30, 2010**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO THE SEALED BID.
3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

7. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.
8. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.
10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.
11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.
12. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.
14. DELIVERY INSTRUCTIONS:

No deliveries accepted after 4:30 P.M., Monday-Friday.
If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149
15. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	<u>March 30, 2010</u>
Award of Contract	<u> , 2010</u>
Commence Work or Deliver Products	<u> , 2010</u>

17. Bid or Performance Bond; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bid shall furnish a performance bond to the Hidalgo County Head Start Program for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- 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, Hidalgo County Head Start Program or any person associated therewith, as an inducement for the award of a subcontract or order.
 - No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.
19. If, during the life of any contract or bid awarded, the successful bidder'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 Head Start Program.
20. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or bided delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.
23. Any contract award to a successful bidder 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.
24. Hidalgo County Head Start Program reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.
29. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

**HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS**

**“LEASE OF CLASSROOM SPACE”
AREA**

EXHIBIT A

REQUIREMENTS

DRAFT

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- _____ AREA"
BID NO. 2010-005-02-23

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Tuesday, March 30, 2010. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2010-005-02-23

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Tuesday, March 23, 2010 no later than 2:00 p.m. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

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

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

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

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFQ) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals must be signed. Please sign the original in blue ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:

It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:

The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

Classroom Requirements:

1. Said Space shall have designated areas for three (3) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

Exceptions / Variations: _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

Exceptions / Variations: _____

3. Bidder must charge by the square foot for Rental Space.

Exceptions / Variations: _____

4. The building will meet all ADA requirements.

Exceptions / Variations: _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

Exceptions / Variations: _____

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

Exceptions / Variations: _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

Exceptions / Variations: _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

Exceptions / Variations: _____

9. Building should be in good working condition to provide services to clients.

Exceptions / Variations: _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

Exceptions / Variations: _____

11. There should be a designated area for deliveries preferably by the storage area.

Exceptions / Variations: _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

Exceptions / Variations: _____

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

15. 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 awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

16. The contract for lease will be for an initial of one (1) year period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties. There will also be a sixty (60) day clause for termination due to lack of funding.

Exceptions / Variations: _____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a sixty (60) day clause for termination by either party without cause.

Exceptions / Variations: _____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

**HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID**

**“LEASE OF CLASSROOM SPACE”
_____ AREA**

EXHIBIT B

BID PAGE

DRAFT

BID PAGE

REQUEST FOR SEALED BIDS HIDALGO COUNTY HEAD START PROGRAM “LEASE OF CLASSROOM SPACE- _____ AREA” February 23, 2010

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

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

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program reserves the right to reject any or all BIDS and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Respondent agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
_____, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday, March 30, 2010.

COST PER MONTH:

Monthly Lease Amount: \$ _____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

*******It is Mandatory that Bid Page be included in Bid Package*******

**HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID**

**“LEASE OF CLASSROOM SPACE”
_____ AREA**

EXHIBIT C

INSURANCE REQUIREMENTS

DRAFT

INSURANCE REQUIREMENTS

Exhibit "C"

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

Bidder will provide insurance for building committed to repair building in case of damage.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program. If replace coverage is not provided within thirty (30) days following suspension of the lease shall automatically terminate.

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

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

INSURANCE REQUIREMENT ACKNOWLEDGMENT

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

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

will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

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

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

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

Authorized Representative

Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1) Licenses: _____

2) Bonds: _____

3) Certificates: _____

4) Permits: _____

5) Other: _____

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom?: State General Services Commission Other

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name:
HUB Status:

Certifying Agency (Check all applicable): State General Services Commission Other

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: ()

Subcontract Amount: \$

Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): State General Services Commission Other

Address: _____ City: _____ State: _____

Zip: Contact Person: _____ Title: _____ Phone No.: ()

Subcontract Amount: \$

Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): State General Services Commission Other

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: ()

Subcontract Amount: \$ _____

Description of Work to be Performed:

Certification For Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ **AND**
HIDALGO COUNTY

This Lease is made and entered into by and between _____, herein referred to as the “LESSOR” and Hidalgo County through the Head Start Program, herein referred to as the “LESSEE” in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building _____ in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND PARENTS’ MEETING subject to the special terms (if any) which may be listed below, and which shall be determined by mutual agreement of both parties. The Leased Premises are deemed for the purposes of this Agreement and constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on _____ (“commencement date”) and ending on _____ (“termination date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease hereof, commencing on the first day of _____, for a like term or other terms as may be subsequently agreed to upon by both parties.

Each party shall give the other Party notice of termination of the Lease, in writing, at least sixty (60) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed by the parties. LESSEE shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to LESSOR.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____, in one (1) yearly payment of _____ payable on the 1st day of January. Payment shall be mailed to _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

Permitted Use

3.01 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily

attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.02 LESSEE may make alteration, paint the interior or exterior of said building, and repair existing roof, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alterations shall not be made, nor signs erected without the written consent of LESSOR.

ARTICLE 4. MAINTENEACE ON PREMISES

4.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

4.02 LESSEE will keep all and singular the said building, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

4.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

4.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

ARTICLE 5. UTILITIES

Utility Charges

5.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 6. INSURANCE AND INDEMNITY

Property Insurance

6.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSEE shall name LESSOR as additional insured on its fire and casualty policy. LESSEE agrees to provide a copy to such policy of insurance to LESSOR at time of execution of this agreement.

6.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

6.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 per occurrence.

ARTICLE 7. MISCELLANEOUS

7.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

7.02 LESSEE will not cause to be carried upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

7.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

7.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

7.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE may terminate

this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE.

7.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 8. MISCELLANEOUS

Notices and Addresses

8.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
_____, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not

preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estopple Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day
of _____, 2010

LESSEE:

BY: _____
Rene Ramirez, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:

BY: _____
Ricardo Gonzalez
Oxford & Gonzalez, Attorney

BY: _____
Stephen Crain
Atlas & Hall, LLP

DRAFT

**Request for Taxpayer
 Identification Number and Certification**

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other

Legal Address: number, street, and apt. or suite no. **Remittance Address:** if different from legal address number, street, and apt. or suite no.

City, state and ZIP code

Phone # () Fax # () Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 2.
 Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
 □□□-□□-□□□□

OR
Employer identification number
 □□-□□□□□□

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
 □□□□□□□□

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No ___ Yes ___ If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here Authorized Signature ► Date ►

Purpose of Form

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

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

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding.

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

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

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

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

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

Please print or type