



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

TO: Norma Longoria, Director
 Hidalgo County WIC Program

ATTN: Margarita Gonzalez, Admin. Assist. II via email: mague.gonzalez@wic.co.hidalgo.tx.us

FROM: Sandy Suarez, Buyer II
 Hidalgo County Purchasing Department

DATE: January 27, 2012

RE: Approval of Specifications for: – Hidalgo WIC Program-“ Floor Maintenance for all WIC Clinics located in Hidalgo County”
 Bid No. 2012-051-00-00-SGS

Please review the SPECIFICATIONS and verify if all requirements are met by selecting APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE	<input checked="" type="checkbox"/>	DISAPPROVE	<input type="checkbox"/>
APPROVE WITH MODIFICATIONS	<input type="checkbox"/>		

with modifications

Funds Availability: X YES / NO/

Other (Specify) with see updated list

Budget Account No.: 2/1292.441.00.350.001.2.423

<i>Norma L Longoria</i>	Norma L. Longoria	WIC	1/31/12
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than Friday, February 03, 2012 @ 3:00 P.M.

Enclosures

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"FLOOR MAINTENANCE FOR WIC CLINICS LOCATED IN HIDALGO COUNTY"
BID NO.: 2012-051-00-00-SGS
SPECIFICATIONS

SCOPE OF SERVICES:

Hidalgo County is accepting sealed bids for the service of floor maintenance for all leased WIC offices located in Hidalgo County.

- Floors will be maintained on a monthly basis for WIC locations as listed herein. (refer to Location of WIC Clinics)
- Floors must be stripped, sealed and waxed on a monthly basis.
- Floor maintenance will be done after 5:00 p.m. during the week, on the 1st Friday of the month or on the 1st Saturday of the month after 1:00 p.m. or on any other weekend.

REQUIREMENTS:

- Bidder will be responsible for moving furniture and placing back as originally set.
- Bidder is also responsible for any damages within the cleaning site/area.
- Bidder shall provide all necessary labor, supplies, tools, equipment and/or any other materials required to render services for all Clinics specified herein, at no extra cost to Hidalgo County.

LOCATION OF WIC CLINICS

The following locations and/or sites listed below are to be considered minimum. The County reserves the right to request additional Clinics or reduce the number of Clinics as necessary and Vendor agrees to comply with such requests.

LOCATION/SITE ADDRESS			
1.	Alamo WIC CLINIC -1215 313 E. Business 83 Ste. 113 Alamo, TX. 78516	10.	McAllen WIC CLINIC-1230 3001 N. 23 RD STE. 8 McAllen, TX. 78501
2.	Alton WIC CLINIC -1214 3513 E. Main Ave Alton, TX. 785	11.	Mercedes WIC CLINIC -1208 540 S. Texas Mercedes, TX. 78570
3.	Alton WIC CLINIC -1231 3519 W. Main Ave. Ste. B Alton, TX. 785	12.	North San Juan WIC CLINIC -1229 509 E. Earling San Juan, TX. 78589
4.	Donna WIC CLINIC -1206 301 S. 8 th Donna, TX. 78537	13.	Pharr WIC CLINIC -1224 925 W. Sam Houston Ste. 3 Pharr, TX. 78577
5.	Edinburg WIC CLINIC -1219 113 Dawson Edinburg, TX. 78539	14.	San Carlos WIC CLINIC -1226 230 N. 86th Edinburg, TX. 78539
6.	Edinburg Adm. Office. C. O. 3105 W. University Dr. Edinburg, TX. 78539	15.	Weslaco WIC CLINIC -1227 417 S. Oregon Weslaco, TX. 78596
7.	La Joya WIC CLINIC -1210 204 W. 2 nd La Joya, TX. 78560	16.	South Tower Rd. Crc WIC-1245 1429 S. Tower Rd. Alamo. TX. 78516
8.	Las Milpas WIC CLINIC -1211 7013 S. Cage Ste F Pharr, TX. 78577	17.	Sullivan WIC CLINIC -1216 371 E. Expressway 83 Sullivan City, TX, 78595
9.	McAllen WIC CLINIC-1218 220 S. BICENTENNIAL STE. D McAllen, TX. 78501	18.	<i>Rio Grande City WIC Clinic</i> 5404 Brand St. Rio Grande City, Tx. 78582

EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM

"FLOOR MAINTENANCE FOR WIC CLINICS LOCATED IN HIDALGO COUNTY"

BID NO.: 2012-051-04-04-SGS

COMMODITY CODE: 910-25

SPECIFICATIONS

SCOPE OF SERVICES:

Hidalgo County is accepting sealed bids for the service of floor maintenance for all leased WIC offices located in Hidalgo County.

- Floors will be maintained on a monthly basis for WIC locations as listed herein. (refer to Location of WIC Clinics)
- Floors must be stripped, sealed and waxed on a monthly basis.
- Floor maintenance will be done after 5:00 p.m. during the week, on the 1st Friday of the month or on the 1st Saturday of the month after 1:00 p.m. or on any other weekend.

REQUIREMENTS:

- Bidder will be responsible for moving furniture and placing back as originally set.
- Bidder is also responsible for any damages within the cleaning site/area.
- Bidder shall provide all necessary labor, supplies, tools, equipment and/or any other materials required to render services for all Clinics specified herein, at no extra cost to Hidalgo County.

LOCATION OF WIC CLINICS

The following locations and/or sites listed below are to be considered minimum. The County reserves the right to request additional Clinics or reduce the number of Clinics as necessary and Vendor agrees to comply with such requests.

LOCATION/SITE ADDRESS			
1.	Alamo WIC CLINIC -1215 313 E. Business 83 Ste. 113 Alamo, TX. 78516	10.	McAllen WIC CLINIC-1230 3001 N. 23 RD STE. 8 McAllen, TX. 78501
2.	Alton WIC CLINIC -1214 3513 E. Main Ave Alton, TX. 785	11.	Mercedes WIC CLINIC -1208 540 S. Texas Mercedes, TX. 78570
3.	Alton WIC CLINIC -1231 3519 W. Main Ave. Ste. B Alton, TX. 785	12.	North San Juan WIC CLINIC -1229 509 E. Earling San Juan, TX. 78589
4.	Donna WIC CLINIC -1206 301 S. 8 th Donna, TX. 78537	13.	Pharr WIC CLINIC -1224 925 W. Sam Houston Ste. 3 Pharr, TX. 78577
5.	Edinburg WIC CLINIC -1219 113 Dawson Edinburg, TX. 78539	14.	San Carlos WIC CLINIC -1226 230 N. 86th Edinburg, TX. 78539
6.	Edinburg Adm. Office. C. O. 3105 W. University Dr. Edinburg, TX. 78539	15.	Weslaco WIC CLINIC -1227 417 S. Oregon Weslaco, TX. 78596
7.	La Joya WIC CLINIC -1210 204 W. 2 nd La Joya, TX. 78560	16.	South Tower Rd. Crc WIC-1245 1429 S. Tower Rd. Alamo. TX. 78516
8.	Las Milpas WIC CLINIC -1211 7013 S. Cage Ste F Pharr, TX. 78577	17.	Rio Grande City WIC Clinic 5404 Brand St. Rio Grande City, TX. 78582
9.	McAllen WIC CLINIC-1218 220 S. BICENTENNIAL STE. D McAllen, TX. 78501		

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"FLOOR MAINTENANCE FOR WIC CLINICS LOCATED IN HIDALGO COUNTY"
BID NO.: 2012-051-04-04-SGS
COMMODITY CODE: 910-25

TERMS & CONDITION:

1. Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.
2. 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 term.
3. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
4. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
5. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(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.
6. Hidalgo County reserves the right to add or delete Clinics during the term of the contract under the same rates, terms and conditions.
7. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
8. Hidalgo County reserves the right to award the bid One or to MULTIPLE bidders if the County determines it is in its best interest to do so.
9. Bidder must have been in business for at least two years.
10. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).
11. 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 advantage to the County.
12. Termination for cause and for convenience by the grantee of sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
13. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
14. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
15. Access by the grantee, the sub grantee, the federal grantor agency, the Comptroller General of the United States, **the State of Texas** or any of their duly authorized representatives to any books.

EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM

"FLOOR MAINTENANCE FOR WIC CLINICS LOCATED IN HIDALGO COUNTY"

BID NO.: 2012-051-04-04-SGS

COMMODITY CODE: 910-25

Documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

16. Retention of all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.
17. Mandatory standards and policies relating to efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
18. All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFO) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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.

EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM

"FLOOR MAINTENANCE FOR WIC CLINICS LOCATED IN HIDALGO COUNTY"

BID NO.: 2012-051-04-04-SGS

COMMODITY CODE: 910-25

- 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 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:

Further information required for this project can be addressed to, Sandy Suarez, Buyer II, 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.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, **WEDNESDAY, MARCH 28, 2012 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, MARCH 30, 2012 by 5:00 P.M.****

EXHIBIT "B"
HIDALGO COUNTY WIC PROGRAM
"FLOOR MAINTENANCE FOR WIC CLINICS LOCATED IN HIDALGO COUNTY"
BID NO.: 2012-051-04-04-SGS COMMODITY CODE: 910-25
BID PAGE

1. The following locations and/or sites listed below are to be considered minimum. The County reserves the right to request additional Clinics or reduce the number of Clinics as necessary and Vendor agrees to comply with such requests.
2. Vendor must thoroughly fill in each section of this section; **INCOMPLETE** submittals shall be considered a probable cause for disqualification.
3. The following listed sites are to be billed to:

Hidalgo County WIC Program-Administration Office
 3105 W. University Dr.
 Edinburg, Tx 78539
 Attn: Mague Gonzalez, Admin. Assistant II
 956-381-4646

LOCATION/ADDRESS		MONTHLY RATE	LOCATION/ADDRESS		MONTHLY RATE
1	Alamo WIC Clinic-1215 313 E. Bus. 83 Ste. 113 Alamo, TX. 78516	\$	10	McAllen WIC Clinic-1230 3001 N. 23 rd Ste. 8 McAllen, TX. 78501	\$
2	Alton WIC Clinic-1214 3513 E. Main Ave. Alton, TX. 78572	\$	11	Mercedes WIC-Clinic-1208 540 S. Texas Mercedes, TX. 78570	\$
3	Alton WIC Clinic-1231 3519 W. Main Ave. Ste. B Alton, TX. 78572	\$	12	North San Juan WIC Clinic-1229 509 E. Earling San Juan, TX. 78589	\$
4	Donna WIC Clinic-1206 301 S. 8 th Donna, TX. 78537	\$	13	Pharr WIC Clinic-1224 925 W. Sam Houston Ste. 3 Pharr, TX. 78577	\$
5	Edinburg WIC Clinic-1219 113 Dawson Edinburg, TX. 78539	\$	14	San Carlos WIC Clinic-1226 230 N. 86 th Edinburg, TX. 78539	\$
6	Edinburg Adm. Office. C. O. 3105 W. University Dr. Edinburg, TX. 78539	\$	15	Weslaco WIC Clinic-1227 417 S. Oregon Weslaco, TX. 78596	\$
7	La Joya WIC Clinic-1210 204 W. 2 nd La Joya, TX. 78560	\$	16	South Tower Rd. CRX W-1245 1429 S. Tower Rd. Alamo, TX. 78516	\$
8	Las Milpas WIC Clinic-1211 7013 S. Cage Ste F Pharr, TX. 78577	\$	17	Rio Grande City WIC Clinic 5404 Brand Str. Rio Grande City, TX. 78582	\$
9	McAllen WIC Clinic-1218 220 S. Bicentennial Ste. D McAllen, TX. 78501	\$			

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT “C”
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than
Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder 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 (\$500,000.00) 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 (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) 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 Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
					\$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

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

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

- " will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- " will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____
- " have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

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 and proceed to complete the project in a timely manner.

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

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-12-051-00-00**

THIS CONTRACT is made and entered into this 11th day of August, 2009 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and VENDOR'S NAME a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **Floor Maintenance for WIC Clinics Located in Hidalgo County** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County WIC Clinics**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning August 11, 2012 and ending on August 10, 2013 and may be extended at the sole discretion of County for an additional two (2) one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. 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 County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539**

If to Company **VENDOR'S NAME
ADDRESS
CITY, STATE ZIP CODE**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY: _
By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"

**Request for Bid (RFB)
Procurement Packet**

DRAFT

EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DRAFT

Sandy Suarez

From: Rocio Villarreal [rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, February 15, 2012 1:32 PM
To: Sandy Suarez
Subject: Fwd: FW: RFB No: 2012-051-WIC Program-"Floor Maintenance for all WIC Clinics located in Hidalgo County" Draft request

----- Original Message -----

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: 2/16/2012 12:41:16 AM
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Subject: FW: RFB No: 2012-051-WIC Program-"Floor Maintenance for all WIC Clinics located in Hidalgo County" Draft request

YOU'RE ON A ROLL! YOU ROCK!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, February 15, 2012 11:41 AM
To: 'Martha Salazar'
Subject: RE: RFB No: 2012-051-WIC Program-"Floor Maintenance for all WIC Clinics located in Hidalgo County" Draft request

The contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, February 15, 2012 11:22 AM
To: scrain@atlashall.com
Cc: 'Rocio Villarreal'
Subject: FW: RFB No: 2012-051-WIC Program-"Floor Maintenance for all WIC Clinics located in Hidalgo County" Draft request
Importance: High

Mr, Crain:

Please review, correct/modify, and comment as to form.

Thanks,