

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM “LEASE OF OFFICE SPACE IN THE CITY OF ALTON- WIC CLINIC”

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM –LEASE OF OFFICE SPACE IN THE CITY OF ALTON-WIC CLINIC"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders 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 of the envelope and/or package: **"BID-2012-188-00-00-CGA HIDALGO COUNTY WIC PROGRAM –LEASE OF OFFICE SPACE IN THE CITY ALTON-WIC CLINIC"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB 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 WITH REFERENCE TO "REQUEST FOR BIDS-2012-188-00-00-CGA LEASE OF OFFICE SPACE IN THE CITY OF ALTON-WIC CLINIC".**

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. 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; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. 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.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County 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 County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract Number (if any)
 - d) Notation – **“HIDALGO COUNTY WIC PROGRAM –LEASE OF OFFICE SPACE IN THE CITY OF ALTON-WIC CLINIC”** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.

- . Contact person for Billing and Payment questions:

**Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
956-381-4646**

17. Schedule of Events

Bid Opening, 9:30 AM	_____	2012
Award of Contract	_____	2012
Commence Work or Deliver Products	_____	2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- . If the contract proposed is for the construction of public works or is for a contract for goods & services 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. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- . 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 bidder shall furnish a performance bond to the County 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 County, and, if applicable, the receipt by County 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 (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. 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, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit D**, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be

considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. 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 County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County 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 proposed 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.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, 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, including, but not limited to, benefits associated with County's civil service system.
25. 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 County with thirty day's written notice prior to cancellation.
26. County 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 County in the event of breach or default by successful bidder; County 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 specifications.
27. Successful bidder shall defend, indemnify and save harmless County 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 of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. 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 and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids 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 County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. 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.
30. 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 County.

Bid
for
HIDALGO COUNTY WIC PROGRAM
“LEASE OF OFFICE SPACE IN THE CITY OF ALTON-WIC CLINIC”
BID NO.: 2012-188-00-00-CGA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County 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.

Bidder 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 receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
Sign By: _____
Printed Name: _____
Title: _____

EXHIBIT “A”

SPECIFICATIONS/REQUIREMENTS

**Hidalgo County WIC Program
REQUEST FOR BIDS**

**“LEASE OF OFFICE SPACE IN THE CITY
OF ALTON-WIC CLINIC”**

BID No. 2012-188-00-00-CGA

EXHIBIT "A"

HIDALGO COUNTY WIC PROGRAM "Lease of Office Space in the City of Alton-WIC Program" BID No.: 2012-188-00-00-CGA

Overview:

Hidalgo County (herein referred to as "County") is seeking sealed bids to establish a contract/lease for "Lease of Office Space in the City of Alton", including, but not limited to the following:

- Please review this document in it's entirely. Be sure your bid is complete, and double check your bid for accuracy.

SPECIFICATIONS:

1. Building should be in good working condition. Said office space shall have the designated rooms or areas for conducting of the following WIC functions:
 - Waiting area
 - Reception area
 - File room
 - Nutrition education classroom
 - Counseling room
 - Computer area
 - Screening room
 - Lab lactation room
 - A lounge area
 - Storage room
2. Said office space must be located at the following **Parameter: 5 mile line and Glasscock Road area (1/2 mile radius) in The City of Alton, TX.**
3. The proposed office shall consist of a **minimum plus or minus 5,000 square feet** of available commercial or ceramic tile floor space to perform WIC services.
4. Bidder shall charge by the square foot for the rental of space on a monthly basis. The bid should reflect the actual square feet of the building being proposed.
5. Building must be well insulated with an ERA rating of minimum of eleven (11).
6. The proposed bid premises will comply with all federal, state and local laws, ordinance and code at the time of occupancy (ex.: fire extinguishers, ADA, etc.)
7. The building must meet all American with Disabilities Act (ADA) accessibility requirements and for all entrances, restrooms (men and women) and shall be fully handicap accessible from all parking facilities.
8. Building premises must have handicapped accessible restroom facilities for both men and

women and separate restroom facilities for employees.

9. The public parking lot must consist of at least twenty (20) parking spaces should be made available with at least two (2) designated handicap parking spaces, with ramp access available from such spaces and 12 parking spaces for staff should be available leading to the building.
10. Bid premises must have water, sewer, and electricity, central air and heating of the entire building and includes garbage pickup.
11. Central air/heating will be provided for ample cooling/heating of the entire building. Lessor will be responsible for electrical, air filters, painting (interior and exterior) of proposed building, keeping building free of mold at all times and central air cooling and heating maintenance.
12. Building shall be safe from rodents & insects prior to occupancy by Hidalgo County WIC Program Staff. It will be the Lessor's responsibility for the expense of the pest control throughout term of this contract.
13. Lessor will be responsible for floor maintenance throughout term of this contract/lease.
14. Lessor must provide documented proof that the building is asbestos free.
15. The complete space will be inspected by WIC Program Director in order to verify status and kind of business activity within the building and condition of building before lease contract is in place.
16. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.
17. The floor plans of the building will be constructed according to the WIC Director's directive. If present building needs renovations anytime during the life of the lease; the renovation work will be made by Lessor at the Lessor's cost. Prior to occupancy by Hidalgo County WIC renovation work must be completed 90 days from the date of contract/lease award and execution of the contract/lease or the award will become void/null.
18. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, (ADA) and 90 days from the date of awarding bid or the award will become void/null.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Bidder shall maintain property insurance on the proposed building. Bidder shall maintain insurance against fire, accidental and natural disaster. Bidder shall maintain liability

insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit “C” attached.**

2. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor's for repair and restoration purpose.
3. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by Lessor hereunder.
4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder.
5. Lessor must provide legal description of the property.
6. The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract/lease.
7. Bidder must provide the legal description of the property along with your bid and include a proposed “Floor Plan Layout” of your facility.
8. Hidalgo County is requesting that all interested vendor(s) submitting bids for the project, must provide the following:
 - a. Property ID number and/or Geographical ID number;
 - b. Legal description as listed in your local Hidalgo County Appraisal District for proposed property;

TERMS & CONDITIONS:

1. The initial term of the contract/lease shall be for a period of five (5) years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause;
- 2.. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract;
3. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null;

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
5. Hidalgo County reserves the right to hold bids for a period of sixty (90) days without taking any action.
6. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with sixty (60) days written notice prior to cancellation.

ADDITIONAL INFORMATION:

All cost and expenses associated with the preparation and submission of (bids proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

EXHIBIT “B”

BID PAGE

HIDALGO COUNTY WIC PROGRAM

REQUEST FOR BID

“Lease of Office Space in the City of Alton-WIC Clinic”

RFB: 2012-188-00-00-CGA

EXHIBIT "B"

HIDALGO COUNTY WIC PROGRAM "Lease of Office Space in the City of Alton -WIC Clinic" BID No.: 2012-188-00-00-CGA

BID PAGE

Monthly charge for "Lease of Space in the City of Alton-WIC Clinic" as requested, but not limited to, the specifications as listed in Exhibit "A" of this document and under the terms and conditions. The initial term will be for a period of five (5) years the County's option to renew an additional one-year (1) term under the same rates, terms and conditions.

Bid Price per square foot at: \$ _____

Total Monthly Bid Price: \$ _____

Total Sq. Ft. of Proposed Building: _____

Location/Address of Proposed Building: _____

Property ID and/or Geographical ID: _____

Legal Description of Property: _____

NIGP-CODE: 971-475

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE No: _____ FAX No. _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ EMAIL: _____