



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: Sergio Cruz, Budget Office
Hidalgo County Budget & Management

ATTN: Rey Salazar, Director, Strategic Planning Division / Via email: rey.salazar@co.hidalgo.tx.us
Rolando Garcia, Planning Analyst III rolando.garcia@co.hidalgo.tx.us

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: May 6, 2015

RE: Approval of Revised –Specifications & Bid Page for: RFB No.: 2015-106-00-00-SGS-HIDALGO COUNTY - “Custodial Services for H.C. Owned Bldgs Commencing with New Admin. Bldg. in Edinburg-TX.”

Please review the following **Revised SPECIFICATIONS** and indicate if they meet all your requirements 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"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 5-1100-419-40-220-001-0-423

	Sergio Cruz	Dept. of Budget & Mgmt.	5/12/2015
AUTHORIZED SIGNATURE	PRINT 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. Please return by not later than **MAY 07, 2015 @ 10:00 a.m. for Commissioner’s Court on May 19, 2015.**

Enclosures



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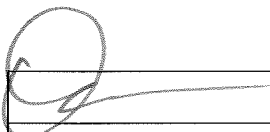
If you have any questions, please call me at (956) 318-2626 ext# 4860.

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

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 4-1100-419-40-220-0010-423

	<u>Daniel Flores</u>	<u>220</u>	<u>5/8/15</u>
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

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Enclosures

Revised-EXHIBIT "A"
HIDALGO COUNTY
(All funding sources, programs & entities)
"CUSTODIAL SERVICES FOR HC OWNED BLDGS COMMENCING
With NEW ADMIN BLDG in EDINBURG-TX."
RFB NO.: 2015-106-00-00-SGS

BACKGROUND:

Hidalgo County is soliciting sealed bids for an annual contract for custodial services for the New Administration Building located at: 2802 S. Business Hwy 281 Edinburg, Texas 78539.

The ultimate responsibility of the Contractor is to maintain the facility in a uniformly clean, hygienic, orderly and attractive manner, which will reflect favorably upon the building, staff and the general public. It is the sole responsibility of the Contractor to familiarize them-selves with the size of the building.

SCOPE OF WORK:

Vendors must specialize in the cleaning of large commercial office buildings with the accountability and objective of always maintaining a clean and sanitized environment. The Building is approximately 49,852 square feet of VCT (Vinyl Composite Tile) flooring and contains the customary and common areas of buildings, such as, entrance ways, 3 large lobby areas, 19 restrooms, 138-office spaces, 33 work areas/conference rooms & 26 technology/copy/storage rooms halls, corridors, break areas, storage areas, and closets etc. (see attached for floor plan, **Exhibit A-1**) The services requested herein will be performed after 5:00 pm - (Monday through Friday). Excluding County observed Holidays (see attached **Exhibit A-6**).

I. POINT OF CONTACT

Once contract has been awarded, the Point of Contact will be Mr. Daniel Flores, Hidalgo County Facilities Maintenance Manager and/or designee Robert Castaneda.

II. REQUIREMENTS

The bidder must have five (5) years experience in cleaning large commercial office buildings.

The Contractor must provide three (3) references from current clients/contracts of equal or similar size, to include the following information: (attached **Exhibit A-2**)

1. Name, address, phone number and contact person.
2. Length of service provided.
3. Term of contract.
4. Name of facility and service provided.
5. Size and type of facility (square footage).

The Contractor shall furnish all adequate staff; a minimum of four (4) employees, to accommodate the size of the building, labor, materials, supplies, supervision, and equipment necessary to perform the set duties as stated herein; but not limited too. The Contractor shall provide an On-site Lead crew member to oversee all work performed to the County's standards and who will represent the Contractor in all matters concerning this contract.

The Contractor will provide the On-site Crew leader with a Task checklist (see Hidalgo County Task Checklist-**Exhibit "A-3"**), of all tasks to be performed. The janitorial employees and Crew leader shall verify the tasks have been completed, sign and date the check list.

The Contractor shall complete criminal background checks for each employee assigned to service this contract. Results shall be made available to the County upon request and retained on file by the Contractor in accordance with privacy laws.

Failure to verify the building size shall not relieve the Contractor of the responsibility to provide all services required to the standards included in these specifications.

"Restricted" areas and/or offices will be off limits, unless authorized Hidalgo County personnel allow entry.

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The Contractor shall meet all applicable Local, State and Federal Safety rules and regulations.

No cleaning supplies will be stored in the facility that is deemed to be hazardous to the health of the staff, general public and/or cause damage to the facility.

ALTERNATE SERVICES- DAY PORTER:

At the sole discretion of Hidalgo County, Day Porter services may be required during Hidalgo County normal business hours. A Day Porter will be assigned to a building to provide custodial services to maintain the desired building and work schedule shift. Such task may be identified as general custodial services to be provided, as assigned by the Facilities Manager or his Designee, including areas not accessible at night. Services to be rendered shall include, but not limited to, cleaning, sanitizing, replenish supplies as required, clean /disinfect break room surfaces as needed, clean up spills and other general cleaning duties as assigned.

Services provided by the Day Porter shall be in addition to and not a substitute for any regular night time Custodial operation. All work performed by the Day Porter is separate. Contractor should submit its charge separately for the Day Porter Services. Indicate the cost as an hourly, monthly and yearly rate. (Indicate cost on Exhibit B- Bid Page)

- Day Porter shall sign in and out with the Contractor at the start and end of each shift.
- Day Porter shall report to and be supervised by the Facilities Manager and/or Designee, but work productively with minimum direction.
- The Facilities Manager and/or Designee will prepare a listing of regular tasks and a corresponding schedule based upon anticipated work to be performed during the day.
- Day Porter may be notified of any additional special assignments that might develop during the day.
- In the event of a spill and/or water leak, signs or barricades will be placed to restrict access to area, if an emergency situation occurs, Day Porter shall notify Facility Management to advise them of the incident and take necessary immediate action to prevent further damage to and/or to limit hazard until repair personnel arrive.
- All office restrooms will be serviced and maintained throughout the day and if necessary replenish soap and/or paper goods.
- Emphasis will be made to Public restrooms; they will be inspected, clean and disinfected to insure entire area remains clean and free from debris and that dispensers are full. This service should be a minimum of three (3) times per day.
- Inspect and clean all public hallways, corridors, entrances and exits to remove any accumulations of dirt, debris and/or spills and empty all trash cans that may become full or near full during the day.
- Hidalgo County will furnish and have readily available to the Day Porter all cleaning supplies, cleaning tools/equipment and paper products, etc. that is required for the performance of this work. These items will be stored in a designated Custodial Closet.
- Day Porter must be able to move furniture, boxes, supplies, etc. as required, up to 50 lbs in weight.
- Services will be Monday through Friday, 8:00 A.M. – 5:00 P.M, with a one (1) hour Lunch break from 12:00 p.m. - 1:00 p.m. and two (2) fifteen (15) minute breaks. Breaks will be taken midpoint in the morning and afternoon.

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- Day Porter will wear standard distinctive uniform with Company logo that is visible and recognizable.
- Contractor will furnish a cell phone, pager or other communication device to the Day Porter; this will be needed to contact the Day Porter with an immediate response.
- If at any time the Day Porter is unavailable, an alternate Porter, meeting all requirements will fill in to perform services for that day(s).
- Wages for the Day Porter will be at a "per Hour" rate.

IV. CONTRACTOR'S DOOR ACCESS AND RESPONSIBILITY

- a) Building access control is a critical component to the security at the New Administrative Building. The Contractor is required to take any and all steps to safeguard the building access components.
- b) Once the contract is awarded, ten (10) days prior to commencing services, the successful bidder will provide the Facilities Manager and/or the designee, a list with the names of the individuals that will be performing custodial services in the building and require door access. The Facilities Manager or his designee will coordinate the initial issuance and/or replacement of all required door/badge access points.
- c) The Custodial personnel list will be kept updated and reflect any changes to contractual personnel. Any personnel changes should be immediately reported to the Facilities Manager or his designee.
- d) The Contractor shall establish and implement methods of ensuring that all key/badges issued to the contractor by the County are not lost, misplaced or used by unauthorized personnel.
- e) All Contractors' personnel may not hold doors open or unlock doors for unauthorized persons.
- f) Access cards may not be duplicated. Unauthorized duplications shall be cause to consider the Contractor in default, subject to termination.
- g) Building access cards are not to be shared between crew members.
- h) Any lost or stolen cards/keys must be reported to the Facilities Manager or designated representative immediately. Hidalgo County reserves the right to request and recoup the fee from the Contractor for the replacement of lost or stolen access keys/cards.
- i) The Contractor shall reimburse the County for the total cost, as determined by the County of re-keying the door, facility or duplicating additional keys or badges.
- j) The Contractor's personnel will report any/all issues of maintenance that require immediate repair such as the following: Examples include: * **requires immediate reporting**
 - Light bulbs out
 - Frayed/snagged carpets
 - Floor stains that are not removable
 - Wall surfaces beyond practical cleaning attempts
 - Leaking faucets; overflowing sinks*
 - Clogged drains/toilets; overflowing toilets*
 - Other water leaks – report immediately*
 - Broken interior door hardware; exterior door hardware preventing the building from being secured*
 - Possible security related incidents*
 - Potential safety hazards*
 - Broken window hardware or glass*
 - Damage to walls, floors or furniture etc.

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k) Prior to assuming ownership of contract responsibilities the Contractor will furnish the Facilities Manager, an current emergency number(s) where the Contractor can be reached during normal business hours.

l) The Contractor shall provide the On-site Lead crew member & employess with the task checklist of all services to be done. They shall verify all tasks have been completed, sign and date the form, and place it in the designated area at the end of the each work day. (Exhibit A-3)

m) The Contractor shall make themselves available at the request of the Facilities Manager, or his
n) designee, through via email, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday for the purpose of obtaining instructions or becoming informed about deficiencies in the janitorial work, or any other reason they should wish to confer with the Contractor. Additionally, if necessary, the Contractor shall schedule to meet quarterly with the Facilities Manager and/or his designee to review performance to-date on the contract.

V. CONTRACTOR'S PERSONNEL

A. Contractor personnel shall be fully trained and skilled in safe and proper housekeeping techniques. The Contractor, ten (10) days prior to the start of the contract, shall furnish to the Facilities Manager a roster of all employees assigned for duty under the contract. This roster must be kept current throughout the term of the contract and updated within three (3) days of any change in this listing. The roster must include the employee's full name, current address and date of birth.

B. Identification badges (ID) shall be furnished by the Contractor with company's name and logo, employee's picture, and personnel name and shall be worn at all times while at facility.

C. The Contractor shall be responsible for the conduct of all of its employees and be liable for any action or inaction of its employees while performing under this contract. Any Contractor employee that is reported by Hidalgo County to have or is observed distracting or harassing employees, staff members or the general public in the building; the Contractor will take immediate disciplinary action with the permanent removal of that employee from County premises.

VI. CONDUCT OF CONTRACTOR'S EMPLOYEES

A. Employees of the Contractor, while performing work under this contract must conduct themselves in a professional matter at all times and not utilize any County owned property i.e. equipment, telephones, copiers etc.

1. Remove any county or personal property, equipment, money, forms or any other items from the building.
2. Be under the influence of alcohol or drugs.
3. Turn on or off, or use any equipment other than the Contractor's equipment.
4. Use of county telephones other than business related. The Contractor shall reimburse county for any costs for mis-use of telephones.
5. Open any desk, file cabinet or storage cabinet.
6. Remove any articles from desks.
7. Sleep on the job.
8. Have visitors, bring children to work or bring any unauthorized individuals into the facility at any time.
9. Take photographs inside the building or of its contents.
10. Remove any documents, records, form or paper of any kind which is not either in trash cans or clearly marked as trash.
11. Remove items from trash for personal use
12. Engage in any activity that is not in the best interest of the county or is otherwise detrimental to the performance of this contract.

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- B. Employees of the Contractor, while performing work under this contract, will notify and turn in any article(s) found in the facility to the Facilities Manager and/or designee and place item(s) in designated area for safe keeping in the supply room.

VII. SUPPLIES FURNISHED BY HIDALGO COUNTY

- A. Supplies will be stored in a locked janitorial closet(s) by Hidalgo County personnel. Records of usage will be maintained by the Contractor and they shall report supply needs to the Facilities Manager or his designee on the Cleaning Supply Log (Exhibit 4).
- B. The Contractor will be held accountable for the inventory control of all supplies provide by Hidalgo County.
- C. Hidalgo County will provide the following supplies which the contractor will replenish in each area, as needed.
- Hand soap
 - Toilet paper
 - Paper towels
 - Air fresheners
 - Urinal deodorizers

VIII. SUPPLIES FURNISHED BY THE CONTRACTOR

A. A complete and descriptive list of materials and supplies to be used for these services shall be submitted to Hidalgo County upon award of the contract. This list shall be kept updated should any materials or products be changes. Hidalgo County reserves the right to prohibit the use of any product should it be deemed to be in the best interest of the County. The Contract shall maintain an adequate inventory to ensure that there are sufficient supplies at all times. Materials Safety Data Sheets (MSDS) shall be posted conspicuously wherever cleaning supplies are stored on property.
Two copies of all MSDS shall be submitted to Hidalgo County upon award of contract.

B. The Contractor **must** own or acquire, prior to the start date of the Contract, all necessary commercially rated equipment for the proper performance of the Contract. Said equipment **must** be at the facility and be fully operational upon the start of the Contract.

C. A list of all Contractor's equipment and supplies shall be given to the Facilities Manager or his designee. List to be updated as necessary.

D. **Secured Storage spaces will be provided** throughout the building to secure vendor equipment and supplies. Hidalgo County will not be responsible for lost, damaged, missing supplies and/or equipment. All materials, products and equipment must be properly labled with the Contractor's Company name etc.

IX. CLEANING ACTIVITY SPECIFICATIONS

The facility must be cleaned as detailed in these specifications. The Facility Manager or his designee, shall determine with written deficiencies, whether the tasks have been performed in accordance with the standards set forth in these specifications. The Contractor will be provided with a written notice as intent to correct the matter within one (1) – five (5) days.

A. DAILY TASKS

1. Restrooms

The restrooms shall be maintained spotlessly clean and odor free condition at the beginning of each workday. *Once weekly, water will be poured into drain openings.

Wash all mirrors, sinks and bright work with a non-abrasive cleanser and leave with a streak free finish. Wash urinals, toilet seats and commodes using disinfectant. Commodes and urinals should be throughly

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cleaned inside, outside, behind and underneath (care should be given to flush hole, under rim of bowls and passage trap). Bowl cleaner shall be used at least once a day. Replenish hand soap, paper towels, toilet tissue, air fresheners and urinal doedorizers or any other items that are requested by Hidalgo County. Clean and sanitize all counter tops. Walls and partitions are to be free of handprints and dust. Wet mop floor, using disinfectant cleaner and water. Special emphasis will be on stains. All waste bins shall be emptied, damp wiped and sanitized as necessary. Waste Basket liners shall be replaced.

2. Flooring -Common Areas and Entrances

All VCT flooring in common areas shall be swept; dust mopped and damp mopped daily. Thorough sweeping and dust mopping will be done prior to damp mopping. Dust mopping will be done with a chemically treated mop to remove all dirt, litter, dust and debris (including along walls, in corners and behind doors). All flooring areas under chairs and other furnishings, which are easily movable, will be cleaned as well. All items moved in common areas shall be returned to their original and proper position. The floors including the corners and edges shall be free of spots, streaks and smears. Where difficult spots are encountered, a notation should be left with the Facilities Manager or designee. Clean all mop splatters from all vertical surfaces. Remove all mats and clean underneath. All waste bins shall be emptied, damp wiped and sanitized as necessary. Waste basket liners shall be replaced. Turn off all lights after cleaning this area.

3. Flooring – Non- Common Areas and Offices

All VCT flooring in non-common areas shall be swept and dust mopped daily. Thorough sweeping and dust mopping will be done with a chemically treated mop to remove all dirt, litter, dust and debris (including along walls, in corners and behind doors). Flooring areas under chairs and other furnishings, which are easily movable, will be cleaned as well. All moved items in non-common areas shall be returned to their original and proper position. The floors including the corners and edges shall be free of spots, streaks and smears. Spot damp moping on non common areas will be done as necessary to remove stains and spots. Emphasis will be on flooring areas under desk, tables and chairs. Where difficult spots are encountered, a notation should be left with the Facilities Manager or designee. Clean all mop splatters from all vertical surfaces. Removed all mats and clean underneath. All waste bins shall be emptied, damp wiped and sanitized as necessary. Waste basket liners shall be replaced. Turn off all lights after cleaning this area.

4. Vacuum

Vacuum all mats and damp mop underneath as necessary to remove stains. Care shall be taken to avoid damage to the walls and furniture.

5. Tax Office Area

Trash located in work-station areas will be collected on a daily basis, tagged and dated with a 24 hour holding period. After the 24 hour period, trash will be disposed of. The Facilities Manager or designee will provide further instructions and indicate the designated holding area.

6. Doors, Switches, Counters and Walls

Handprints and spots will be removed from doors, door plates, handles, kick plates, metal fixtures, light switches and counters daily. This includes, but not limited to counters in break rooms, conference rooms, offices, break rooms, hallways, lobbies entrances and common areas. Walls and woodwork will also be spot cleaned as needed. Special emphasis will be placed on all walk up counters.

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7. Building Entrance / Lobby Doors

All building entrance doors will be cleaned with appropriate window cleaner and left in a streak free condition at all times. Building entrance and lobby walls will be wiped down and cleaned and kept free from finger marks, smudges, spots and stains. Where difficult spots are encountered, notation should be left with the Facilities Manager or designee.

8. Drinking Fountain

All drinking fountains and stainless steel components shall be completely cleaned and wiped off daily with germicidal disinfectant and shall be left free of fingerprints, watermarks, and left in a streak-free condition.

9. Lobby and Common Area Furniture

Wipe down and polish furniture in conference rooms, Waiting areas and/or lobbies to include but not limited to tables, chairs, bookshelves and/or countertops. Special emphasis will be placed on all walk up counters.

B. WEEKLY TASKS

1. Full Dusting

All horizontal and vertical areas under 72 inches high must be dusted, such as furniture, office equipment, interior windowpanes, window sills, blinds, bookshelves, partition tops etc. with an open space shall be dusted weekly with a treated cloth or static duster. This shall include all horizontal and vertical surfaces within easy reach and visibly require dusting. Desks, tables, and other office equipment/furniture not cleared of paper, work materials, and personal items such as photos and trinkets will only be dusted where exposed. Contractor is not responsible for moving these items due to the sensitivity, security, and/or fragility of the personal items, materials or organization of documentation. Emphasis will be the exposed flat surface.

2. Walls

All interior walls are to be inspected weekly for spots, stains, smudges and cobwebs. All spots, stains, smudges and cobwebs should be removed. Where difficult spots, stains or smudges are encountered, a notation should be left with the Facilities Manager or designee. All stains will be removed as soon as possible.

3. Glass Cleaning

Offices and rooms with glass on doors, walls or partitions up to 72 inches and exterior doors and entrances up to 72 inches are to be cleaned weekly and left in a streak free condition and be free of dirt, Fingerprints, smudges and smears. Emphasis will be placed on exterior glass door entrances, common lobby's and high traffic areas.

4. Furniture and Counters

Wipe down and polish furniture in lobby's, waiting areas, conference rooms and offices to include but not limited to, tables, chairs, bookshelves and/or countertops. Emphasis will be on exposed flat surfaces.

C. MONTHLY TASKS

1. Light Fixtures

Internal light fixtures will be dusted monthly, as needed, with a static duster.

2. Wastebaskets/Trash bins

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All waste baskets and receptacles shall be scrubbed clean and sanitized monthly. Damp wiped and sanitized as necessary.

3. Exterior Glass Windows

All exterior glass windows up to 84 inches are to be cleaned monthly and left in a streak free condition and are free of dirt, fingerprints, smudges and smears. Emphasis will be placed on North side exterior glass.

4. High Dusting and Cleaning

Air conditioning grills, window blinds, pipes, ledges, ceilings, moldings, etc., will be dusted monthly or cleaned if necessary, to remove smudges, fingerprints and ink/pencil markings.

D. AS NEEDED SERVICES/TASKS-Hidalgo County has the option to have four offices thoroughly cleaned per night.

1. The Facilities Manager or designee will coordinate with Contractor the need to schedule as needed cleaning services in cases where individual offices are vacated, rearranged or department heads request a thorough cleaning. Such requests should be submitted with at least 3 days advance notice to the Contractor so as to properly plan and allocate resources. For such events, desks, tables, and other office furniture will be cleared of paper, work materials, and personal items such as photos and trinkets. Spots, stains, smudges, cobwebs, ink and pencil markings should be removed from flooring, walls and all exposed surfaces. Furniture should be wiped down and polished.

2. Should an emergency condition requiring immediate attention exist (such as flooding of a particular section of the building), the Contractor shall divert his/her force or whatever part thereof as necessary from their normal assigned duties to meet the condition. When these employees are no longer required for the special work, they shall be directed to return to their normal duties and the Contractor shall not be penalized because the normal daily work, which otherwise would have been performed during the interval, has been neglected.

DAMAGE/LOSS OF PROPERTY

Contractor shall be responsible for loss or damage caused by his or her employees. The Contractor shall be responsible to guarantee repairs when his/her employees were obviously negligent in the performance of their work as outlined herein. Contractor shall make reasonable and prompt restitution, by cash, replacement or repairs, subject to Hidalgo County's approval, for any damage for which the Contractor is liable.

X. QUARTERLY MEETINGS

If necessary, the Contractor shall meet quarterly with the Facilities Manager and/or his designee to plan, schedule and coordinate future work and review performance to-date.

XI. COMPLETION OF WORK

A. The Facilities Manager and/or his designee shall visually inspect all areas covered by the Contract to ensure satisfactory completion of the work. If the job performance of the Contractor does not satisfactorily meet the stated cleaning specifications, the Contractor shall be required to correct the problem at no additional cost to Hidalgo County. The Contractor must respond on the next work day to all requests for work, questions about performance, or other communication relevant to the services being provided by the Contractor.

B. Work completed shall be considered not to have been performed when anyone of the following conditions exists:

1. The prescribed work tasks in an area were not performed within the period of time ordinarily and normally required to do the work

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2. The specified equipment, tools, and materials were not used, or were not in good operating condition at the time of the performance of the work.
3. The work is of such quality, in the opinion of the Facilities Manager or Designee, as to require it to be re-done.

C. For tasks that have been found to be unsatisfactory. A Custodial Discrepancy Notification shall be completed by the Facilities Manager/Designee and placed in the Lead **crew member's drop box**. Contractor or Lead crew member shall respond in one (1) – five (5) days, to the Custodial Discrepancy Notification. When work has been corrected and completed. Discrepancy must be left in the **drop box of the Facility Manager/ Designee** at the end of the work day. (see attached as **Exhibit A-5**)

TERMS AND CONDITIONS:

- A. The term of the contract will be for a one (1) year initial period. At its sole discretion, the County has the option to extend the contract for an additional one (1) year term, under the same rates, terms and conditions.
- B. All prices for goods and/or services shall be on **fixed rate** for the duration of this contract. Any bid that does not meet the minimum requirements and/or specifications may be rejected.
- C. All conditions set forth herein for employees will also pertain to Day porter services.
- D. Hidalgo County has the option to add or delete the number of Day Porters.
- E. 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 the next contract term.
- F. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
- G. Insurance requirements for this project to be maintained throughout the contract term (refer to Exhibit "C" for limits).
- H. After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with contractors responsibilities and cleaning specifications stated on 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 defaulted vendor the difference for any additional costs for custodial services at the New Administration Building.
- I. Any contract awarded to a successful bidder will be in effect until:
 - The contract expires.
 - Delivery acceptance of products and/or performance of services ordered, or
 - Terminated by County with thirty (30) days written notice prior to the cancellation.

There will be **three** (3) formal written notices of non-compliance with the **fourth** being the final- thirty (30) days notification prior to the cancellation of agreement.

- J. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities and
- K. or to accept the bid considered the best and most advantageous to the County.
- L. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor

Revised-EXHIBIT "A"
HIDALGO COUNTY
(All funding sources, programs & entities)
"CUSTODIAL SERVICES FOR HC OWNED BLDGS COMMENCING
With NEW ADMIN BLDG in EDINBURG-TX."
RFB NO.: 2015-106-00-00-SGS

to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform

M. the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

N. The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department. The successful bidder agrees to abide by all applicable state laws, regulations and be in compliance with all OSHA regulations and requirements throughout the term of the Contract.

O. Hidalgo County may seek purchases from State awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.

P. All cost and expenses associated with the preparation and submission of all (Bid, Proposals, Requests for Qualifications (RFQ) and Quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

XII. PRE-BID CONFERENCE AND SITE VISIT:

A walk through has been scheduled for: _____ – Location: 2802 S. Business Hwy 281 Edinburg, TX. 78539. Hidalgo County's - New Administration Building. At the scheduled site visit, each bidder will be permitted to examine the building, familiarize themselves with the full nature and extent of the work and obtain answers to questions about the project and/or clarification of the Specifications. A meeting shall be scheduled with the representatives (Budget, Purchasing & Facilities Mgmt) within ten (10) days of the Contractor's notification of contract award. The purpose of this meeting is to go over expectations of the performance of the contract and ensure that the contract terms and condition are understood.

All attendees must confirm via-email to: sandy.suarez@co.hidalgo.tx.us. With notification of the number of persons attending.

ADDITIONAL INFORMATION:

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, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**
ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, MONTH 00, 2015 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, MONTH 00, 2015 by 5:00 P.M.

Revised-EXHIBIT "A"
HIDALGO COUNTY
(All funding sources, programs & entities)
"CUSTODIAL SERVICES FOR HC OWNED BLDGS COMMENCING
With NEW ADMIN BLDG in EDINBURG-TX."
RFB NO.: 2015-106-00-00-SGS

BASIC CLEANING-RELATED TERMS AND DEFINITIONS:

The following definitions apply to all cleaning categories.

1. Clean: Free from dirt, debris, foreign matter, stains and impurities.

2. Cleaning Office and Common Area Furniture:

Furniture including tables shall be free of dust, dirt and surface film. File tops shall be free of dust, spots, stains and streaks. Desktops shall not be disturbed. Papers shall not be removed from desks in offices or conference rooms. Personal computers, phones, terminals, printers and keyboards are not to be touched by the awarded contractor. Only exposed surfaces are to be dusted.

3. Common Areas:

Areas of the building that are accessible to the general public such as lobbies, hallways, corridors, waiting areas, entrances etc.

4. Damp Mop:

The removal of all dust, spots and spills from entire hard floor surface areas using a squeezed damp mop.

5. Disinfected: Free from micro-organisms.

6. Disinfectant: An agent that destroys or neutralizes the growth of micro-organisms.

7. Dusting:

The removal of laden airborne dirt, soil, lint or other foreign material from furniture, fixtures, ledges, shelves, walls, counters and other exposed surfaces with accumulated airborne particles.

8. Dust Mopping:

Dust mopping shall leave the surfaces uniformly clean of all dust and surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with a mop shall be loosened sufficiently to permit removal by dusting mopping.

9. Fixtures:

Defined as toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, floor drains and any other items attached to the walls and/or floor.

10. Non-Common Areas:

Areas of the building that are not accessible to the general public such as offices and conference rooms.

11. Sanitary:

Hygienically clean. Free from bacteria and germs.

12. Spot Mop:

The removal of specific spots or spills from hard floor surfaces using a squeezed damp mop.

13. Sweep:

The removal of loose dirt and debris from hard floor or outside hard surfaces by means of a broom or dust mop.

14. Vacuum:

The removal of dust, dirt, debris, and foreign matter from any surface using a vacuum cleaner and appropriate attachments.

EXHIBIT "A-1"

REFERENCES

HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

"Custodial Services for HC Owned Bldgs Commencing With The New Admin Bldg in Edinburg-TX."

BID NO. 2015-106-00-00-SGS

References: List three (3) major references. Include company name, contact person, telephone and fax number, length of contract, services provided and other relevant information.

Vendor # 1

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Telephone #: _____ Fax #: _____

Length of Contract: _____

Services Provided: _____

Vendor # 2

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Telephone #: _____ Fax #: _____

Length of Contract: _____

Services Provided: _____

Vendor # 3:

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Telephone #: _____ Fax #: _____

Length of Contract: _____

Services Provided: _____

EXHIBIT "A-2"

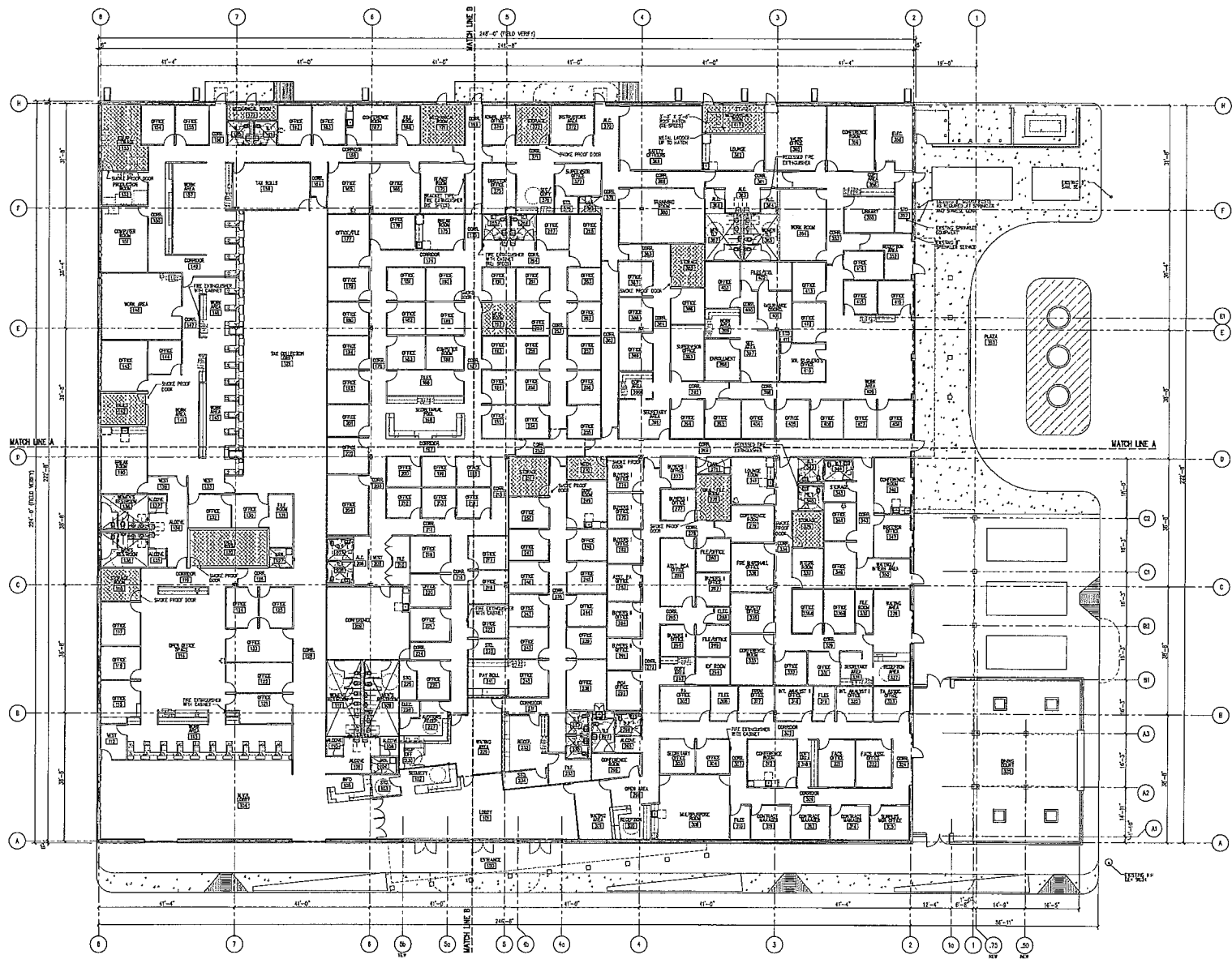








EXHIBIT "A-2"

FIRE RATED WALL LEGEND

-  SMOKE PROOF WALL UP TO 8" ABOVE CEILING (NOT FIRE RATED)
-  RECESSED FIRE EXTINGUISHERS MOUNTED 48" A.F.F. TO CABINET HANDLE
-  FRAMER TYPE W/D. FIRE EXTINGUISHER MOUNTED 48" A.F.F. TO CONTROL AT KITCHEN
-  1 HR. FIRE RATED & SMOKE CEILING ASSEMBLY
-  FULL HT. SECURITY WALL EXTENDS TO BOTTOM OF ROOF DECK
-  NEW CONCRETE

2003 INTERNATIONAL BUILDING CODE

TYPE II B CONSTRUCTION (UNPROTECTED SPRINKLERED)

TABLE 503	
OCCUPANCY	BUSINESS GROUP B
BUILDING AREA ONE STORY	UNPROTECTED SPRINKLERED
ALLOWABLE AREA	55,502 SQ. FT.
AREA MODIFICATIONS AS PER SECTION 505.3 AUTOMATIC SPRINKLER SYSTEM INCREASE	23,000 SQ. FT.
ALLOWABLE AREA	69,000 SQ. FT.
TABLE 601	
ROOF/CEILING CONSTRUCTION	UNPROTECTED - NONCOMBUSTIBLE
COLUMNS	UNPROTECTED - NONCOMBUSTIBLE



rofa architects

1007 Wilshire Pk.
Houston, TX 77001
v (281) 486-7771
f (281) 486-3433
www.rofa.com

McHale Architects

Copyright 2004



NOTES:

HIDALGO COUNTY OFFICES
AT THE PROPERTY FORMERLY
KNOWN AS THE K-MART BUILDING

TEXAS

EDINBURG,

PROJECT NO. 2504
DRAWN BY JR. CSR
DATE 04.05.06

EXHIBIT A-3

Task List

Daily Cleaning Checklist

Section: _____

Date of Services: _____

Crew Leader: _____

Crew Members: _____

Restrooms: (Initials: ____)

- Wash all mirror, sinks, and bright work with a non-abrasive cleaner.
- Clean and wash thoroughly Commodes, urinals, and toilet seats inside & out, behind, and underneath using disinfectant.
- Replenish hand soap, all paper goods, air fresheners and deodorizers.
- Clean & sanitize countertops, walls and partitions of handprints and dust.
- Wet mop floor using disinfectant cleaner and water.
- Remove stains and restore grout.
- Empty, damp wipe and sanitize waste bins.
- Replace waste basket liners.

Flooring – Common Area and Entrances: (Initials: ____)

- Sweep all VCT flooring, dust mopped and damped mopped; thorough sweeping and dust mopping prior to damp mopping. Dust mopping will be done with a chemically treated mop (including along walls, in corners and behind doors).
- Clean all flooring areas under chairs and other furnishings, which are easily movable.
- Move/return all items back to their original and proper position (if it was moved); the floors including the corners and edges shall be free of spots, streak and smears.
- Difficult spots should be notated & reported to Facilities Management designee.
- Clean all mop splatters from all vertical surfaces.
- Remove all mats and clean underneath
- Empty, damp wipe and sanitize waste bins, as necessary.

- Replace waste basket liners.
- Turn off all lights after cleaning this area.

Flooring – Non Common Area & Offices: (Initials: ____)

- Sweep all VCT flooring and dust mopped; thorough sweeping and dust mopping will be done with a chemically treated mop (including along walls, in corners and behind doors).
- Clean all flooring areas under chairs and other furnishings, which are easily movable.
- Move/return all items back to their original and proper position (if it was moved); The floors including the corners and edges shall be free of spots, streak and smears.
- Spot damp mopping will be done, as necessary, to remove stains and spots (including under desks, tables, and chairs).
- Difficult spots should be notated & reported to Facilities Management designee.
- Clean all mop splatters from all vertical surfaces.
- Remove all mats and clean underneath
- Empty, damp wipe and sanitize waste bins, as necessary.
- Replace waste basket liners.
- Turn off all lights after cleaning this area.

Vacuum: (Initials: ____)

- Vacuum all mats and damp mop underneath, as necessary, to remove stains. Care shall be taken to avoid damage to walls and furniture.

Tax Office Area: (Initials: ____)

Collect, tag and date Tax Office work station areas trash and place in designated holding area for 24 hrs.

Dispose trash after 24 hrs.

Doors, Switches, Counters and Walls: (Initials: ____)

Remove handprints and spots from doors, door plates, handles, kick plates, metal fixtures, light switches, and counters. This includes, but not limited to counters in break rooms, conference rooms, offices, break rooms, hallways, lobbies entrances, and common areas.

Spot clean, as needed, walls and woodwork too.

Wipe down walk up counters

Building entrance/Lobby doors: (Initials: ____)

Clean Building entrance doors with appropriate window cleaner & left in a streak free condition.

Clean and wipe down walls, free from finger marks, smudges, spots and stains.

Difficult spots should be notated & reported to Facilities Management designee.

Drinking Fountain : (Initials: ____)

Clean and Wipe with a germicidal disinfectant and shall be left free of fingerprints, watermarks, and left in a streak-free condition.

Lobby & Common Area Furniture: (Initials: ____)

Wipe down and polish furniture to include but not limited to tables, chairs, bookshelves and/or countertops.

Wipe down walk up counters

Lunch Areas: (Initials ____)

Clean Countertops.

Clean and disinfect Sinks.

Sweep & mop Floors.

Wipe Kitchen furniture.

Comments:

Weekly Cleaning Checklist

Section: _____

Date of Services: _____

Crew Leader: _____ Crew Members: _____

Restrooms: (Initials: ____)

- Pour water into drain openings

Dusting: (Initials: ____)

- Dust all horizontal and vertical areas (surfaces) under 72 in. high such as furniture, office equipment, interior windowpanes, window sills, blinds, bookshelves, partition tops etc. with a treated cloth or static duster.
- Dust desks, tables, and other office equipment/furniture where clear/exposed of paper/materials/personnel items.

Comments:

Walls: (Initials: ____)

- Inspect for spots, stains, smudges and cobwebs; and remove them as needed.
- Notify facility manager of problem areas.

Glass Cleaning: (Initials: ____)

- Clean glass on doors, walls or partitions up to 72 in., left in a streak free condition.

Furniture and Counters: (Initials: ____)

- Wipe down and polish furniture in lobby's, waiting areas, conference rooms and offices to include but not limited to: tables, bookshelves, and/or countertops.

Monthly Cleaning Checklist

Section: _____

Date of Services: _____

Crew Leader: _____ Crew Members: _____

Light Fixtures: (Initials: ____)

Dust internal light fixtures, as needed, with a static duster.

Wastebaskets/Trash bins: (Initials: ____)

Scrub clean and sanitize all waste baskets and receptacles, damp wipe as necessary.

Exterior Glass Windows: (Initials: ____)

Clean all exterior glass windows up to 84 in. and left in a streak free condition and free of dirt, fingerprints, smudges and smears.

High Dusting and Cleaning: (Initials: ____)

Dust/Clean, if necessary, Air conditioning grills, window blinds, pipes, ledges, ceilings, moldings, etc. to remove smudges, fingerprints, and/or ink/pencil markings.

Comments:

NEW ADMINISTRATION BUILDING
CUSTODIAL DESCRIPANCY REPORT

TO: _____
Contractor/Designee

Date of Notification: _____

Discrepancy or Problem (Describe in detail)

Facilities Manager or Designee

Date

Contractors Response and Corrective Action Taken

Name

Date



EXHIBIT "A-6"

County Executive Office

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

Phone: (956) 292-7655

Fax: (956) 292-7034

HIDALGO COUNTY 2015 HOLIDAYS

New Year's Day	January 01, 2015 (Thursday)
Martin Luther King Day	January 19, 2015 (Monday)
Presidents' Day	February 16, 2015 (Monday)
Good Friday	April 03, 2015 (Friday)
Memorial Day	May 25, 2015 (Monday)
Independence Day	July 03, 2015 (Friday)
Labor Day	September 07, 2015 (Monday)
Columbus' Day	October 12, 2015 (Monday)
Veterans' Day	November 11, 2015 (Wednesday)
Thanksgiving	November 26 & 27, 2015 (Thursday/Friday)
Christmas	December 24 & 25, 2015 (Thursday/Friday)
New Years' Eve	December 31, 2015 (Thursday)

Approved by Commissioners' Court on: November 10, 2014.

Note: There will not be early release on Thanksgiving or Christmas. The holidays listed are the only approved holidays.

Bid No: 2015-106-00-SGS	Buyer II: Sandy Suarez	Tel. No: (956) 318-2626
--------------------------------	-------------------------------	--------------------------------

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources, programs & entities)

**“CUSTODIAL SERVICES FOR H.C. OWNED BLDGS COMMENCING
WITH NEW ADMIN BLDG IN EDINBURG-TX”**

LEGAL NOTICE

BID OPENING DATE

Month 00, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626



Form HCPD-03

LEGAL NOTICE

BID NO: 2015-106-00-00-SGS

1. Sealed bids will be received for **“CUSTODIAL SERVICES FOR H.C. OWNED BLDGS COMMENCING WITH NEW ADMIN BLDG IN EDINBURG-TX” – HIDALGO COUNTY(all funding sources, programs & entities)** 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-2015-106-00-00-SGS-“ CUSTODIAL SERVICES FOR H.C. OWNED BLDGS COMMENCING WITH NEW ADMIN BLDG IN EDINBURG-TX” – Hidalgo County (all funding sources, programs & entities)**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MONTH 00, 2015. 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-2015-106-00-00-SGS-RFB- CUSTODIAL SERVICES FOR H.C. OWNED BLDGS COMMENCING WITH NEW ADMIN BLDG IN EDINBURG-TX – HIDALGO COUNTY.** 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 & Contract Number (if any)
 - d) Notation - **CUSTODIAL SERVICES FOR H.C. OWNED BLDGS COMMENCING WITH NEW ADMIN BLDG IN EDINBURG-TX” -Hidalgo County (all funding sources, programs & entities)** 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 – Auditor’s Office
Attn: Accounts Payables
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. Schedule of Events

Bid Opening: 9:30 AM	<u>MONTH 00, 2015</u>
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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. Closner, 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 awarded 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 judgment 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
(all funding sources, programs & entities)
“CUSTODIAL SERVICES FOR H.C. OWNED BLDGS COMMENCING WITH NEW ADMIN
BLDG IN EDINBURG-TX”

BID NO.: 2015-106-00-00-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 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: _____
By: _____
Printed Name: _____
Title: _____