

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-15-106-07-28**

THIS CONTRACT is made and entered into this 28th day of July, 2015 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **ABM Janitorial Services-South Central, Inc. dba ABM Janitorial** a California Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING**" (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 Company's Bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits 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 location at **New Administration Building located at, 2802 S. Business Hwy 281, Edinburg, Texas 78539**. 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 17, 2015 and ending on August 16, 2016 and may be extended at the sole discretion of County for an additional (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 : ABM Janitorial Services-South Central, Inc.
 DBA ABM Janitorial Services
 Attn: Amanda Reed, Account Executive
 10521 Gulfdale
 San Antonio, Texas 78216

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).


18. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against County.

19. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Company, and not otherwise.

WITNESS our hands in duplicate originals this _____ day of _____, 2015.

COUNTY OF HIDALGO

ATTEST:


Arturo Guajardo Jr., County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 7/28/15

**ABM Janitorial Services-South Central,
Inc. DBA ABM Janitorial Services**

By: R. Peder
Printed Name: Ron Peder
Title: Branch Manager

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: SLC
Stephen L. Crain



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

REQUEST FOR BIDS
TABLE OF CONTENTS
HIDALGO COUNTY

(all funding sources, programs & entities)

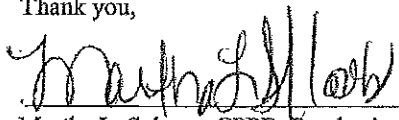
**"CUSTODIAL SERVICES FOR HC OWNED BLDIGS COMMENCING WITH NEW
ADMIN BLDG IN EDINBURG-TX"**

RFB No: 2015-106-06-24-SGS

Item	Description	No. of Pages
1.	Request for Bids Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specifications /Requirements	4
4.	Exhibit A-1 – Referenced	1
5.	Exhibit A-2 Building Floor Plan	1
6.	Exhibit A-3 Custodial Cleaning Checklist	4
7.	Exhibit A-4 Facility Management Supply Log	1
8.	Exhibit A-5 Custodial Discrepancy	1
9.	Exhibit A-6 Hidalgo County approved Holiday Schedule 2015	1
10.	Exhibit B, Bid Page	1
11.	Exhibit C, Insurance Requirements,	4
12.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
13.	Vendor/Bidder Application and W-9 form	6
14.	Certification Regarding Debarment	1
15.	Draft Agreement	8
16.	Check List	1

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you,



Martha L. Salazar, CPPB, Purchasing Agent

June 8, 2015
Date



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

June 8, 2015

Participant's name

Address

City

State, Zip Code

**Re: HIDALGO COUNTY (all funding sources, programs & entities)
"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-
EDINBURG-TX."
RFB NO.: 2015-106-05-20-SGS**

Dear Ladies/Gentlemen,

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB procurement process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources)

“CUSTODIAL SERVICES FOR H.C.
OWNED BLDGS COMMENCING WITH
THE NEW ADMINISTRATION
BUILDING-EDINBURG-TX”

RFB No: 2015-106-06-24-SGS

Bid No: 2015-106-06-24-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 THE NEW ADMIN BLDG IN EDINBURG-TX”**

LEGAL NOTICE

BID OPENING DATE

June 24, 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: 2015-106-06-24-SGS

1. Sealed bids will be received for “CUSTODIAL SERVICES FOR H.C. OWNED BLDGS COMMENCING WITH THE 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-2015-106-06-24-SGS-“ CUSTODIAL SERVICES FOR H.C. OWNED BLDGS COMMENCING WITH THE 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, JUNE 24, 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. 2015-106-06-24-SGS-RFB- CUSTODIAL SERVICES FOR H.C. OWNED BLDGS COMMENCING WITH THE 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
 (956) 318-2626

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 THE 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

<u>Bid Opening: 9:30 AM</u>	<u>JUNE 24, 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. Closser, 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 THE NEW
ADMIN BLDG IN EDINBURG-TX"

BID NO.: 2015-106-06-24-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: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources)

"CUSTODIAL SERVICES FOR H.C.
OWNED BLDGS COMMENCING WITH
THE NEW ADMINISTRATION
BUILDING-EDINBURG-TX"

RFB No: 2015-106-06-24-SGS

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.: 2015-106-06-24-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 themselves 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-2) 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-1)

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 and will 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.

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.: 2015-106-06-24-SGS

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.

III. 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 tasks 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, cleaned 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.

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.: 2015-106-06-24-SGS

- 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 keys/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.

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.: 2015-106-06-24-SGS

- k) Prior to assuming ownership of contract responsibilities the Contractor will furnish the Facilities Manager, with 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 & employees 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 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 custodial or 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 misuse 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

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.: 2015-106-06-24-SGS

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.
- 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 listed as 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 Contractor 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 labeled 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.

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.: 2015-106-06-24-SGS

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 thoroughly 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 deodorizers 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 items moved 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 mopping 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. 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.

4. 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.

5. 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, lobby entrances and common areas. Walls and woodwork will also be spot cleaned as needed. Special emphasis will be placed on all walk up counters.

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.: 2015-106-06-24-SGS

6. 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.

7. 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.

8. 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 lobbies, 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

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

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.: 2015-106-06-24-SGS

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 throughly 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
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,

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.: 2015-106-06-24-SGS

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) to 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)

XII. 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 or to accept the bid considered the best and most advantageous to the County. 1

K. 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 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 the services described herein and that the successful bidder and the proposed

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.: 2015-106-06-24-SGS

subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

L. 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.

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

N. 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.

XIII. PRE-BID CONFERENCE AND SITE VISIT

A walk through has been scheduled for: **June 15, 2015 @ 9:00 a.m.** -- 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, June 17, 2015 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, June 19, 2015 by 5:00 P.M.

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.: 2015-106-06-24-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.

EXHIBITS (A-1) – (A-6)

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources)

**“CUSTODIAL SERVICES FOR H.C.
OWNED BLDGS COMMENCING WITH
THE NEW ADMINISTRATION
BUILDING-EDINBURG-TX”**

RFB No: 2015-106-06-24-SGS

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. 2015-106-06-24-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-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:

EXHIBIT "A-5"

**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

SAMPLE

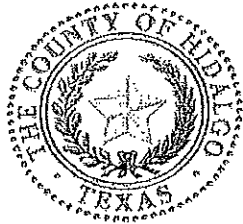


EXHIBIT "A-6"

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.

EXHIBIT “B”

BID PAGE

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources)

“CUSTODIAL SERVICES FOR H.C.
OWNED BLDGS COMMENCING WITH
THE NEW ADMINISTRATION
BUILDING-EDINBURG-TX”

RFB No: 2015-106-06-24-SGS

REVISED EXHIBIT "B"
HIDALGO COUNTY
(all funding sources, programs & entities)
"CUSTODIAL SERVICES FOR HC OWNED BLDGS COMMENCING WITH NEW
ADMIN BLDG-EDINBURG-TX"
RFB NO.: 2015-106-06-24-SGS

BID PAGE

Internal Purposes only: Commodity Code: 910-39

SERVICES NEEDED (but not limited to)	Flat Rate
Required Services-General Cleaning (as per specifications)	\$ _____ per Month
• Restrooms	
• Floor Areas	
• Offices	
• Lobbies	
• Breakroom/Conference rooms	
ALTERNATE - DAY PORTER (but not limited to)	Hourly Cost
Required Services-General Cleaning (as per specifications)	\$ _____ hourly
• Restrooms	
• Floor Areas	
• Offices	
• Lobbies	
• Breakroom/Conference rooms	\$ _____ monthly
	\$ _____ yearly

BIDDER INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE No: _____ FAX No: _____

CELLULAR No: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____ DATE/ / _____

TITLE: _____

EXHIBIT “C”
INSURANCE REQUIREMENTS

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources)

**“CUSTODIAL SERVICES FOR H.C.
OWNED BLDGS COMMENCING WITH
THE NEW ADMINISTRATION
BUILDING-EDINBURG-TX”**

RFB No: 2015-106-06-24-SGS

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.

Revised 03/11/11

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				AMED (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PILOT				PERV & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN L AGGREGATE LIMIT APPLIES PER POLICY				PRODUCTS - COMPROP AGG \$
	<input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per 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"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY 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 STATUS <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 78639		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. Bond (if applicable) _____

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 (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

Authorized Signature

Date

Company

Address

City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT “D”

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources)

“CUSTODIAL SERVICES FOR H.C.
OWNED BLDGS COMMENCING WITH
THE NEW ADMINISTRATION
BUILDING-EDINBURG-TX”

RFB No: 2015-106-06-24-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	OFFICE USE ONLY	
		Date Received
1	Name of person who has a business relationship with local governmental entity.	
2	<input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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	

APPLICATION
&
W-9 FORM

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources)

“CUSTODIAL SERVICES FOR H.C.
OWNED BLDGS COMMENCING WITH
THE NEW ADMINISTRATION
BUILDING-EDINBURG-TX”

RFB No: 2015-106-06-24-SGS

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom?: Texas Building & Procurement Commission Other _____

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-436-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3405, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING
DEBARMENT

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources)

**“CUSTODIAL SERVICES FOR H.C.
OWNED BLDGS COMMENCING WITH
THE NEW ADMINISTRATION
BUILDING-EDINBURG-TX”**

RFB No: 2015-106-06-24-SGS

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

REVISED EXHIBIT "B"
HIDALGO COUNTY
 (all funding sources, programs & entities)
**"CUSTODIAL SERVICES FOR HC OWNED BLDGS COMMENCING WITH NEW
 ADMIN BLDG-EDINBURG-TX"**
RFB NO.: 2015-106-06-24-SGS

BID PAGE

Internal Purposes only: Commodity Code: 910-39

SERVICES NEEDED (but not limited to)	Flat Rate
Required Services-General Cleaning (as per specifications)	\$ 4,719.97 per Month
• Restrooms	
• Floor Areas	
• Offices	
• Lobbies	
• Breakroom/Conference rooms	
ALTERNATE - DAY PORTER (but not limited to)	Hourly Cost
Required Services-General Cleaning (as per specifications)	\$ 13.66 hourly \$ 2,368.49 monthly \$ 28,421.88 yearly
• Restrooms	
• Floor Areas	
• Offices	
• Lobbies	
• Breakroom/Conference rooms	

BIDDER INFORMATION

BIDDER/COMPANY NAME: ABM Janitorial Services - South Central, Inc.

ADDRESS: 10521 Gulfdale Street

CITY/STATE/ZIP CODE: San Antonio, Texas 78216

PHONE No: (210) 733-6015 FAX No: (210) 737-1843

CELLULAR No: (210) 248-8961

AUTHORIZED SIGNATURE: *Tom Norman* **OPENED**
9:37 AM 6-24-15

PRINT NAME: Tom Norman DATE/ 06 / 24 / 2015

TITLE: Vice President of Operations **Witnessed**

me

EXHIBIT "C"

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (415) 541-7900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 45 Fremont Street, Suite 800 San Francisco, CA 94105-2259	CONTACT NAME: PHONE (A/C, No., Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED ABM Janitorial Services-South Central, Inc. an ABM Industries Incorporated Company 1775 The Exchange SE, Suite 600 Atlanta, GA 30339	INSURER A: ACE American Insurance Company 22667 INSURER B: ACE Property and Casualty Ins. Co. 20699 INSURER C: Illinois Union Insurance Company 27960 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 8333021** **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG27339177	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH08829779	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			XOOG27636184	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TNSC4813564A Retention: \$500,000 Ea Accid \$500,000 Each Employee	11/01/2014	11/01/2015	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Jobsite: Hidalgo County Administration Building 2802 S. Bus. Hwy 281, Edinburg, TX. 78539.
 Hidalgo County is included as additional insured as respects general liability as required by written contract with the Named Insured. Thirty (30) days written notice of cancellation or non-renewal shall be given to the additional insured(s) in the event of cancellation of the general liability, automobile liability, workers' compensation and umbrella policy(ies).

CERTIFICATE HOLDER **CANCELLATION**

Hidalgo County 2802 S. Bus Hwy 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



PURCHASING DEPARTMENT
County Of Hidalgo

August 18, 2015

Amanda N. Reed, Account Executive
ABM Janitorial Services-South Central, Inc.
San Antonio, Texas 78216

Re: C-15-106-07-28-Custodial Services for new Administration Building

Dear Ms. Reed:

Pursuant to Hidalgo County Commissioners' Court action on, July 28, 2015, the above-referenced project was awarded to ABM Janitorial Services.

In order to formalize the said agreement, the original contract has been enclosed. Please review the agreement, and if all appears to be in order, please have it executed by the authorized party of your company and return original contract to the undersigned for execution by Hidalgo County.

We respectfully wish to extend our gratitude for your attention in this matter and if you have any questions or concerns in reference to this matter do not hesitate to contact me at (956) 318-2626.

Sincerely,

Rocio Villarreal
Contracts Manager

July 28, 2015



**AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
July 28, 2015
9:30 A.M.**

Purchasing

NOTICE is hereby given in accordance with Chapter 551, Title 1, Subchapter C, of the Government Code, that the next REGULAR MEETING of the Commissioners' Court will be held at the 1000 University Drive, Edinburg, Hidalgo County, Texas. Discussions and the following business will be transacted:

1. Roll Call

All members of the Court were in attendance.

2. Pledge of Allegiance

Judge Garcia led the Court and present Audience in reciting the Pledge of Allegiance.

3. Prayer

Mr. Jaime Longoria led the Court and Audience in Prayer.

4. Approval of Consent Agenda

The Court moved to approved the Consent Agenda for the exception of Item.10.F to be pulled for further discussion.

After rescinding the previous action on Item.10.F. the Court moved to approved the Consent Agenda for the exception of Item.11.F. to be pulled for discussion.

5. Open Forum

Fern McClaugherty presented to the Court her concerns regarding the future Courthouse project. She also expressed her opinion in regards to the Regional Mobility Authority, she stated that this a concern to the people of the County. Moreover she requested that the Court set an specific schedule for all meetings.

Maria Gomez thanked the Court in regards to the meeting held at the office of Commissioner Cantu, in reference to the "Alumbrado Publico en las Colonias" project. She mentioned that they were grateful for considering the community request for a meeting to update the public. She also mentioned that now they are aware of the name change for the project, from PILOT PROGRAM to PHASE 1.

Vote: 5 - 0 – Unanimously

C.

Facilities Management:

1. **AI-50413** Presentation of low bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for general custodial services (only), through Request for Bids titled: Hidalgo County-"Custodial Services for HC Owned Buildings Commencing-Administration Building, fka, K-Mart in Edinburg-TX", project No.: 2015-106-06-24-SGS.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

14.

Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

- A. Real Estate Acquisition

Commissioner Palacios did not returned from Executive Session.

No Action taken on this Item.

- B. Pending and/or potential litigation

No Action taken on this Item.

- C. **AI-50586** Civil Action No. 7:15-cv-00304; Elizabeth Moore v. City of Mission, Texas and County of Hidalgo, Texas

No Action taken on this Item.

15.

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

B. Requesting engagement with the firm of Preston and Hendrickson for the "Provision of Legal Services/Representation in connection with