

REQUEST FOR BIDS

HIDALGO COUNTY

WIC Program

“Lease Office Space- City of Alton (East)”

BID OPENING DATE

Date 00, 2019

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626



FORM HCPD-03

- 1) Sealed bids will be received for “**Hidalgo County WIC Program-Lease Office Space- City of Alton (East)**” in accordance with the specifications attached as **Exhibit "A"** hereto. Bids should address all specifications set forth. Bidders (may also be referred to as proposer, contractor or vendor) may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). A 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 (pages one-sided, clearly marked **ORIGINAL**), **One (1)** copy of all bids and **One (1)** CD/USB in PDF Format are required with the bidders name and return address clearly typed and or/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 No.: **2019-026A-00-00-ABV Hidalgo County WIC Program- “Lease Office Space- City Of Alton(East)”** and at County's Purchasing Department with a physical address: 2802 S. Business Hwy 281 and a mailing address: 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas, on or before 9:30 A.M, Wednesday, February 20, 2019.

NO FACSIMILES, EMAILS 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 BID.

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your bid:

1. Legal Notice (See **page 11**);
 2. Bid Page (See **Exhibit “B”**);
 3. Insurance pages with Acknowledgment Forms (See **Exhibit “C”** pages 3 & 4);
 4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit “D”**);
 5. Vendor Bidder Application, W-9, & HUB/DBE (See **Exhibit “E”**);
 6. Certification Regarding Debarment (See **Exhibit “F”**);
 7. (If applicable) – Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (**Exhibit “H”**);
 8. Proposer’s Affidavit (if applicable)(See **Exhibit “J”**); and
 9. SAMS.gov Registration Acknowledgement (See **Number 18** below).
- 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; *C.* award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so; *D.* award the contract to the responsible bidder who submits the lowest and best bid. "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.
 - 4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item 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 catalog 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 the 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) The 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 (if any)
 - d) Notation—"Hidalgo County WIC program-RFB No.: 2019-157-00-00-ABV—"Lease Office space-City of Alton (East) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
 - e) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
Attn: Margarita Gonzalez
3105 W University
Edinburg, TX 78539
956-381-4646

17) SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M. DATE month, day, year
Award of Contract _____, 2019
Commence Work or Deliver Products _____, 2019

HIDALGO COUNTY HOLIDAYS

2019 YEAR	
New Year's Day	01/01/19
Martin Luther King Day	01/21/19
President's Day	02/18/19
Good Friday	04/19/19
Memorial Day	05/27/19
Independence Day	07/04/19
Labor Day	09/02/19
Columbus Day	10/14/19
Veteran's Day	11/11/19
Thanksgiving Day	11/28/19-11/29/19
Christmas Day	12/24/19-12/25/19
New Year's Eve	12/31/19

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.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to the 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.
- **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. Register at SAMs System for Award Management @ www.sam.gov.**

19) TITLE VI NOTICE/ NONDISCRIMINATION:

- a) By submitting a bid, the bidder certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat 252, 42, U.S.C. §§2000 to 2000d-4) provides that no person in the Unites States shall, on the grounds of race, color, or national origin, be

excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances- Specific Assurances to prohibit discrimination on other grounds including but not limited to, religion, sex, age and disability. (Title VI-Appendices “A” through “E”) are hereby attached as **Exhibit “G”**. The County’s entire Title VI policy may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan> and is hereby incorporated by reference.

- b) The following required statement and the applicable provisions of the Title VI Appendices “A” through “E” expanding these protections to the categories described herein are hereby incorporated by reference as applicable.
- “The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award”.
- c) The bidder will attach all applicable notices, including those referenced in Title VI – Appendices “A” through “E”, to which it is obligated to provide or submit as part of the bid.
- If applicable, Form FHWA 1273 – “*Required Contract Provisions Federal-Aid Construction Contracts*”, must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit “I”**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

20) 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.

NOTICE:

All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department.

21) DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2016, 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 the 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 the 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.

Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse (if applicable)

Completion and submission of form CIQ is the sole responsibility of the prospective respondent. Questions regarding compliance should be directed to your legal counsel.

22) CERTIFICATE OF INTERESTED PARTIES (FORM HB 1295)

- As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by The Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative code, we have updated and revised our RFB packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2019-157), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, filled out, signed and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to alexandra.vela@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit a completed Form 1295 may result in the delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

The awarded vendor will have thirty (30) days from the date the Hidalgo County Commissioner's court approves this agreement, to submit the signed Form 1295. Hidalgo County cannot enter into a contract until Form 1295 is submitted.

- 23) Effective September 1, 2017, the Texas Government Code was amended to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel, which provides that a state agency and a political subdivision may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

Pursuant to Gov't Code Sections 2270.001(1) & 808.001(1) as amended, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By accepting this contract and/or purchase order, the Company/Vendor verifies that it does not Boycott Israel, and agrees that during the term of this contract/agreement will not Boycott Israel as that term is defined in the Texas Government Code.

- 23) 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 the County.
- 24) Bids and all goods and services provided hereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
- 25) 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.

- 26) The 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.
- 27) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
- 28) 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.
- 29) **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. The 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 the successful bidder.**
- 30) The 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.
- 31) 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.
- 32) 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.
- 33) **CONTRACTS SUBJECT TO FEDERAL AWARD:**
The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>)

address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, the provisions of Appendix II to 2 CFR 200 and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.

34) In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

If applicable, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (See 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e...subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (See Hidalgo County Policy: "Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects" found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement for all purposes).

35) HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:

The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (See **Exhibit "E"** for requirements).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- a) Placing qualified small and minority business and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

36) Respondents must provide all applicable documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the bid as non-conforming

REQUEST FOR BID LEGAL NOTICE
for
"Lease Office Space- City Of Alton (East)
RFB No.: 2019-157-00-00-ABV

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

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Firm: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE- CITY OF ALTON (EAST)"
RFB NO.: 2019-157-00-00-ABV

Scope of Project:

Hidalgo County is seeking seal Bids to establish a contract/lease for the Hidalgo County WIC Program "Lease Office Space – City of Alton (East)", including but not limited to the following:

Proposed building should be in good working condition and have office space for the designated rooms **and/or** areas for conducting the following WIC functions:

<input type="checkbox"/> Reception area	<input type="checkbox"/> Computers area
<input type="checkbox"/> Screening room	<input type="checkbox"/> Lab/ immunization area
<input type="checkbox"/> Waiting room	<input type="checkbox"/> File room
<input type="checkbox"/> Nutrition Education classroom	<input type="checkbox"/> Lounge area
<input type="checkbox"/> Counseling room	<input type="checkbox"/> Storage room

Specifications:

1. Proposed office space should be located at the following parameter: In the city of Alton within a 2mile radius of Conway between 4mile line and 6mile line.
2. Office shall consist of a minimum of 2,500 and a maximum of 5,000 square feet, of available commercial or ceramic tile floor space to perform WIC services.
3. The building will meet all American Disability Act (ADA) accessibility requirements and shall be fully handicap accessible from all parking facilities.
4. Building must have handicapped accessible toilet, facilities for both men and women and separate bathroom facilities for employees.
5. Parking area should have twenty (20) paved parking spaces and have at least two (2) designated handicap parking spaces, with ramp access available from such spaces to the building and twelve (12) parking spaces for staff, leading to the building.
6. Bid premises must have running water, sewer and electricity, including garbage pickup.
7. Office building will have central air/heating with ample cooling and heating throughout the entire building.
8. Lessor will be responsible for **all** maintenance and/or repairs **on the following, but not limited to:** electrical, central air/heating system, **broken/leaking pipes, and plumbing issues** throughout the entire term of contract, **with no additional cost passed on to Hidalgo County.**
9. The entire building shall be mold free at all times,
10. Floors should have commercial tile, no carpeting. The lessor shall be responsible for floor maintenance.

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE- CITY OF ALTON (EAST)"
RFB NO.: 2019-157-00-00-ABV

11. Building shall be free from rodents and insects prior to occupancy by the WIC Program staff. The Lessor shall be responsible, at his own expense for pest control **on a quarterly basis or on an "as needed basis",** throughout the term of this contract.
12. Floor area "exits" of "Exit" access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations, **and be checked and maintained on a yearly and/or on an as needed basis.**
13. **The outside premises of the proposed building, shall be kept neat and clean in appearance, during the entire term of contract.**

Requirements:

1. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.
2. **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. Register at Sam's System for Award Management @ www.sam.gov.**
3. **All repairs/maintenance will need to addressed within five (5) business working days, with sanitation and leak issues to be prioritized and remedied with an immediate response, by no longer than a 24 hr. period.**
4. **Proposed Property lawns, trees and gardens, will be maintained and kept neatly trimmed/cut, free of weeds, during the entire length of contract term.**
5. Bidder will maintain **General** liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster. A Certificate of Insurance shall be submitted to the WIC Clinic for approval prior to rental services being performed by Lessor hereunder.
6. Bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached.** The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.
7. Proposed office building will be inspected by the WIC Program Director in order to verify status and kind of business activity and condition within the building before lease contract is in place.
8. The floor plans of the building will be constructed according to the WIC Program Director's directive. If present building needs a renovation; the renovation work will be made by lessor and at lessor's cost and to be completed at least 90 days and in compliance with the Americans with Disabilities Act, from the date awarded and execution of contract/lease or the award will become void/null.

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE- CITY OF ALTON (EAST)"
RFB NO.: 2019-157-00-00-ABV

9. If a new building is proposed in this project, Hidalgo County may consider accepting as main option, or whichever is in the best interest of the County.
10. If renovations and/or additions are made to an existing building, the Lessor must provide documented proof the building is free of asbestos.
11. Bidder must charge by the square foot for the rental space and on a monthly basis.
12. The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning/ heating etc.) within the building are working properly before and during the rental of the building and will provide all up keep and maintenance/repairs, under the contract.
13. **Hidalgo County is requesting that all interested vendor(s) submitting bids for this project, to include the following in the Bid response:**
 - a) **Property ID number and /or Geographic ID number.**
 - b) **A copy of the Legal Description as listed in your local County Appraisal District for proposed Property office building. (Exhibit A-1)**
 - c) **Floor Plan layout of office building.**

Terms and Conditions:

1. Initial one (1) year term commence October 1, 2019 thru September 30, 2020 with option to renew and extend the term for an additional two (2) - one (1) year terms under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null.
4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the lowest and best and most advantageous to Hidalgo County.
7. Any contract awarded to a successful bidder will be in effect until;
 - (a) The contract expires

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"LEASE OFFICE SPACE- CITY OF ALTON (EAST)"
RFB NO.: 2019-157-00-00-ABV

- (b) Delivery and acceptance of products and/or performance of service ordered, or
- (c) Terminated by County with thirty (30) day's written notice prior to cancellation.

8. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

Additional Information:

Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All Written Inquires:

WILL BE ACCEPTED VIA E-MAIL: to alexandra.vela@co.hidalgo.tx.us, by no later than, **MONDAY Month 00,2019 by 5:00 P.M. Reponses to said inquires will be sent to all applicants via E-MAIL by no later than, **WEDNESDAY, MONTH 00, 2019, by 5:00 P.M.****

DRAFT

EXHIBIT "B"
 HIDALGO COUNTY WIC PROGRAM
 "LEASE OFFICE SPACE - CITY OF ALTON (EAST)"
 RFB NO.: 2019-157-00-00-ABV
 NIGP CODE: 971-35

BID PAGE

Lease for Office Space:

LEASE COST	
Cost per sq. ft.	\$
Cost Per Month	\$
Total Yearly Cost	\$
Office sq. footage	

LOCATION:

Legal Description of Property: (As listed at Hidalgo Co. / or local Appraisal Dist. (Enclose Copy)	
Property ID /or Geographical ID No. of Property Address/Location:	

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE & FAX NO'S:	
CELLULAR No.	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE	

EXHIBIT “C”

Insurance Requirements

Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

ACORD DATE (MM/DD/YY)
CERTIFICATE OF INSURANCE

PRODUCER	<p>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.</p>
INSURED	INSURERS AFFORDING COVERAGE
	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

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

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

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

Insurance Requirements 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