

# Hidalgo County Head Start Program Policy Council Agenda Request

**DATE:** October 16, 2019

**SUBJECT:** Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Classroom Space for The Weslaco Area.

**RATIONALE/NEED:** To contract for Classroom Space to serve families in the Weslaco area.

**RECOMMENDATION:** Administration recommends approval

**COST:** Head Start (JJS-ACF) funds are available in budget.

**RELATED INFORMATION INCLUDED:** Specifications

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**INITIATED BY:** Ambrosio Tovar, Procurement Director *A. Tovar*

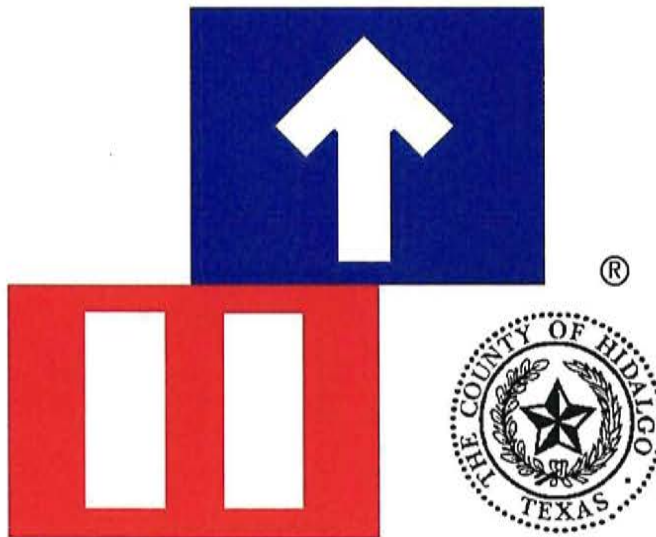
**REVIEWED BY:** Mr. Edmundo Garcia, Assistant Director *Edmundo Garcia for EG.*

**PROGRAM DIRECTOR'S APPROVAL:** *Lorena Flores*

BID NO: 2019-005-11-15-AS LEASE CLASSROOM SPACE- WESLACO AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149
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HIDALGO COUNTY HEAD START PROGRAM  
McAllen, Texas

October 22, 2019



**REQUEST FOR SEALED BIDS**  
Lease of Classroom Space – WESLACO AREA

Contact Person:

Ambrosio Tovar, Procurement Director  
Hidalgo County Head Start Program  
1901 West State Hwy 107  
McAllen, Texas 78504  
(956) 380-4149



## Hidalgo County Head Start Program

October 22, 2019

\_\_\_\_\_  
Participant's/Bidder's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

RE: HIDALGO COUNTY HEAD START PROGRAM  
Request for Bids – "Classroom Space – Weslaco Area"  
RFB No. 2019-005-11-15-AS

Dear Ladies / Gentlemen:

Enclosed please find the Request for Bids (RFB) packet. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, requirements and specifications.

Hidalgo County Head Start Program welcomes and appreciates your participation in the Request for Qualifications process.

If any further assistance is required, please do not hesitate to call me the Purchasing Department (956) 380-4150.

Sincerely,

Ambrosio Tovar,  
Procurement Director

Enclosures



**HIDALGO COUNTY HEAD START PROGRAM**  
**1901 W. State Highway 107**  
**McAllen, Texas 78504**  
**(956) 380-4150/ Fax: (956) 381-0439**

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<b>ITEM</b>	<b>DESCRIPTION</b>	<b>NO. OF PAGES</b>
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The above mentioned items shall be found in this Request for Qualifications–RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 380-4150 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

\_\_\_\_\_  
 Ambrosio Tovar, Procurement Director

\_\_\_\_\_  
 Date

# REQUEST FOR BIDS (RFB)

HIDALGO COUNTY HEAD START PROGRAM  
(Including all funding sources)

“Classroom Space – Weslaco Area”

RFb NO: 2019-005-11-15-AS

Acceptance Due Date: November 15, 2019

Ambrosio Tovar, Procurement Director  
Hidalgo County Head Start Program  
Procurement Department

Project Contact Person:  
Angelica Salinas,  
Procurement Coordinator  
(956) 380-4150  
[Angelica.salinas@hchsp.org](mailto:Angelica.salinas@hchsp.org)

## LEGAL NOTICE

- 1) Sealed bids will be received for "**Hidalgo County Head Start - "Classroom Space – Weslaco Area"**" in accordance with the requirements attached hereto as **Exhibit "A"**. Bids should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County Head Start Program (Program). A strong rationale must be presented for any deviation from the specifications. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bid.
- 2) **One (1) original, (pages one-sided-clearly marked ORIGINAL), three (3) copies of all bids and one (1) USBs 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: RFB No.: 2019-005-11-15-AS "**Classroom Space – Weslaco Area**" and at County's Purchasing Department with a physical address: 1901 W. State Hwy 107, McAllen, TX 78504 and a mailing address: P. O. B o x 0 1 1 7 , Edinburg, Texas, 78540 on or before 2:00 P.M., Friday November 15, 2019.  
NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS 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: "Hidalgo County - RFB No.: 2019-005-11-15-AS – "Classroom Space – Weslaco Area" 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 5);
  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 forms (See Exhibit "E");
  6. Certification Regarding Debarment (See Exhibit "F"); and
  7. SAMS.gov Registration Acknowledgement (See Number 16 below).
- 3) Hidalgo County reserves the right to A. separate and accept, or eliminate any item(s) listed under this qualification 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 qualification
- 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) Proposed prices are to remain firm for a minimum of ninety (90) days after RFB opening.
- 8) Any interpretations, amendments, corrections or changes to this RFB 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.
- 9) Hidalgo County Head Start Program reserves the right to accept or reject any or all RFB.
- 10) Costs are to be net F.O.B., County Prepaid.
- 11) 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.
- 12) 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.
- 13) 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 Ambrosio Tovar Procurement Director before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Head  
Start Program  
Purchasing Department  
Ambrosio Tovar,  
Procurement Director  
(956) 380-4150

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14) BILLING AND PAYMENT INSTRUCTIONS

- Invoices must include:
    - a) Name and address of successful respondent
    - b) Name and address of receiving department or official
    - c) Purchase Order Number (if any)
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- d) Notation-“Hidalgo County Head Start Program - RFB No.: 2019-005-11-15-AS-“Classroom Space – Weslaco Area” 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 Head Start Program  
Finance Department  
1901 W. State Hwy 107  
McAllen, TX 78504  
(956) 380-4150

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15) SCHEDULE OF EVENTS

Bid Opening,	<u>November 15, 2019</u>
Award of Contract	<u>January 1, 2020</u>
Commence Work or Deliver Products	<u>TBA</u>

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16) HIDALGO COUNTY HEAD START PROGRAM HOLIDAYS

2020 YEAR
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New Year's Day	01/01/2020
Martin Luther King Day	01/20/2020
President's Day	02/17/2020
Good Friday	04/10/2020
Memorial Day	05/25/2020
Independence Day	07/04/2020
Labor Day	09/07/2020
Columbus Day	10/12/2020
Veteran's Day	11/11/2020
Thanksgiving Day	11/26/2020
Christmas Day	12/25/2020
New Year	12/31/2020

~~17) 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. Register at SAMs System for Award Management @ [www.sam.gov](http://www.sam.gov).
- ~~• 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.~~

18) TITLE VI NOTICE/ NONDISCRIMINATION

- a) "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."
- b) The appropriate clauses of Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Nondiscrimination Assurances-Specific Assurances are hereby incorporated by reference as applicable. Title VI Appendices "A" through "E" are attached as **Exhibit "G"**.
- c) Bidder will attach all applicable notices to which it is obligated to provide or submit as part of the bid, including Form FHWA 1273 to be submitted by all contractors and subcontractors in relation to construction contracts.

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.

**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.

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20) **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 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.

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Completed Form CIQ must be submitted to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

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

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21) **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. (2019-005-11-15-AS), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form1295 must be printed, filled out, signed and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to [angelica.salinas@hchsp.org](mailto:angelica.salinas@hchsp.org). 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 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>

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**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.**

- 22) 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.
- 23) Qualifications and all bids, goods and services provided hereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
- 24) 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.
- 25) 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.
- 26) 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.
- 27) 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.

28) Successful respondent 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.

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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.

31) **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, 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.
- 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).

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- 1) **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 expanded by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, men-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.

- 33) Respondents must provide all documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as non-conforming.
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Request for Bid Legal Notice  
For  
HIDALGO COUNTY HEAD START PROGRAM  
"CLASSROOM SPACE – WESLACO AREA"  
RFB No: 2019-005-11-15-AS

October 22, 2019

To: Hidalgo County Head Start Program  
Ambrosio Tovar, Procurement Director  
P.O. Box 0117  
Edinburg, Texas 78540-0117

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

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Bids Checklist presented in connection with this procurement. Participant understands that Hidalgo County Head Start Program reserves the right to reject any or all of the RFB and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFB.

Participant agrees that this RFB shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting the RFB, as contained in the requirements.

Respectfully submitted,

Respondent: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**REQUIREMENTS**

**HIDALGO COUNTY HEAD START PROGRAM**  
**REQUEST FOR BIDS**

**“LEASE OF CLASSROOM SPACE”**  
**WESLACO AREA**

**RFB 2019-005-11-15-AS**

# ACKNOWLEDGMENT FORM

SEALED BID FOR  
HIDALGO COUNTY HEAD START PROGRAM  
"LEASE OF CLASSROOM SPACE- WESLACO AREA"  
BID NO. 2019-005-11-15-AS

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday November 15, 2019. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFB Number: 2019-005-11-15-AS

Hidalgo County Head Start Program  
Procurement Department  
1901 West State Highway 107  
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

## **SECTION I: GENERAL TERMS AND CONDITIONS**

### **RFB DOCUMENT SUBMITTAL/DELIVERY:**

A total of one (1) original (pages one-sided, clearly marked **ORIGINAL**), one (2) copies, and an USB in PDF Format of RFBs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFB. Refer to enclosed RFB Check List from for documents to be included with your response.

**Hidalgo County Head Start Program is requesting that bid responses be sealed, clearly marked and/or labeled with the Company's name, RFB No.: 2019-005-11-15-AS "Classroom Space – Weslaco Area", Opening Date: Friday November 15, 2019, and be delivered to Ambrosio Tovar, Procurement Director, at:**

<b><u>US Postal Mail Address:</u></b> Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director P.O. Box 0117 Edinburg, TX 78540-0117	<b><u>Physical Address:</u></b> Hidalgo County Head Start Program Ambrosio Tovar, Procurement Director 1901 West State Highway 107 McAllen, TX 78504
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**DISCLOSURE OF CONFLICT OF INTEREST**

Effective January 01, 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 that statement to be filed. The disclosure requirement applies to a person or business who contract 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 Governmental 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. Clossner, Edinburg, TX 78539 --- Hidalgo County Courthouse

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER. Questions regarding compliance should be directed to your legal counsel.**

**PROPOSER'S AFFIDAVIT:**

Respondents to this RFB must submit a signed Proposer's Affidavit (attached herein Exhibit J) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

**RESPONDENT DEFAULT:**

Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS QUALIFICATIONS AND/OR REQUIREMENTS:**

It is the responsibility of the submitter to review the request for bids (RFB) packet and to notify the Procurement Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

**RFB QUESTIONS AND ANSWERS:**

Any protest(s) or question(s) regarding the requirements or request for bids procedures must be received in the Procurement Department via e-mail to [angelica.salinas@hchsp.org](mailto:angelica.salinas@hchsp.org) **BY NO LATER THAN FRIDAY 8, 2019, AT 4:00 p.m. Responses will be sent to all applicants by Monday, October 11, 2019. Telephone INQUIRES WILL NOT BE ACCEPTED.**

**SIGNING OF BIDS:**

In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

**SUBCONTRACTING:**

The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

**TERM OF POOL:**

The pool term is for a period of one (1) year, or upon completion of the project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT (if applicable)**

All selected and awarded firms are required, if applicable, to adhere to the Davis-Bacon Act.

## **SECTION II: REQUIREMENTS**

**REQUEST FOR SEALED BIDS:** The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

**Project Overview:**

It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

**Contents:**

The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

**Classroom Requirements:**

1. Said Space shall have designated areas for five (5) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

**Exceptions / Variations:** \_\_\_\_\_

- 
- The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

**Exceptions / Variations:** \_\_\_\_\_

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- Bidder must charge by the square foot for Rental Space.

**Exceptions / Variations:** \_\_\_\_\_

---

- The building will meet all ADA requirements.

**Exceptions / Variations:** \_\_\_\_\_

---

- The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

**Exceptions / Variations:** \_\_\_\_\_

---

- Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

**Exceptions / Variations:** \_\_\_\_\_

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- Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

**Exceptions / Variations:** \_\_\_\_\_

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- Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

**Exceptions / Variations:** \_\_\_\_\_

\_\_\_\_\_

9. Building should be in good working condition to provide services to clients.

**Exceptions / Variations:** \_\_\_\_\_

\_\_\_\_\_

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

**Exceptions / Variations:** \_\_\_\_\_

\_\_\_\_\_

11. There should be a designated area for deliveries preferably by the storage area.

**Exceptions / Variations:** \_\_\_\_\_

\_\_\_\_\_

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

**Exceptions / Variations:** \_\_\_\_\_

\_\_\_\_\_

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

**Exceptions / Variations:** \_\_\_\_\_

\_\_\_\_\_

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

**Exceptions / Variations:** \_\_\_\_\_

\_\_\_\_\_

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

**Exceptions / Variations:** \_\_\_\_\_  
\_\_\_\_\_

16. The contract for lease will be for an initial of eighteen month (18) period with the Hidalgo County Head Start Program option to renew the term of the lease for a like term or other terms as may be subsequently agreed to upon by both parties.

**Exceptions / Variations:** \_\_\_\_\_  
\_\_\_\_\_

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a sixty (60) day clause for termination by either party without cause.

**Exceptions / Variations:** \_\_\_\_\_  
\_\_\_\_\_

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

**Exceptions / Variations:** \_\_\_\_\_  
\_\_\_\_\_

**NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.**

**HIDALGO COUNTY HEAD START PROGRAM  
REQUEST FOR SEALED BID**

**“LEASE OF CLASSROOM SPACE”  
WESLACO AREA**

**EXHIBIT B**

**BID PAGE**

**BID PAGE**

**REQUEST FOR SEALED BIDS  
HIDALGO COUNTY HEAD START PROGRAM  
“LEASE OF CLASSROOM SPACE- WESLACO AREA”  
October 22, 2019**

To: Hidalgo County Head Start Program  
Ambrosio Tovar, Procurement Director  
1901 West State Hwy 107  
McAllen, Texas 78504

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

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program 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.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director  
Hidalgo County Head Start Program  
P. O. Box 0117  
EDINBURG, TX 78540-0117  
1901 W. State Hwy 107  
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Friday November, 15, 2019.

COST PER MONTH:

Monthly Lease Amount: \$ \_\_\_\_\_

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

---

BIDDER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

---

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**\*\*\*\*\*It is Mandatory that Bid Page be included in Bid Package\*\*\*\*\***

**HIDALGO COUNTY HEAD START PROGRAM  
REQUEST FOR SEALED BID**

**“LEASE OF CLASSROOM SPACE”  
WESLACO AREA**

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

# **INSURANCE REQUIREMENTS**

## **Exhibit "C"**

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five hundred thousand (\$500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000.00) arising out of the services provided to County hereunder;
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County Head Start Program will only accept certificates of insurance on an Accord form. Certificates of insurance naming Hidalgo County Head Start Program 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.

# 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 Hidalgo County Head Start Program - Procurement Department of bid awarded by the Hidalgo County Commissioners' Court;

will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Proposer/Applicant:**

A certificate of insurance for the required insurance limits shall be provided to the Hidalgo County Head Start Program Procurement Department in order to qualify for award to execute a contract between your Company and the County.

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

---

**THIS FORM MUST ACCOMPANY BID PACKET**

---

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE;

1)Licenses:\_\_\_\_\_

2)Bonds:\_\_\_\_\_

3)Certificates:\_\_\_\_\_

4)Permits:\_\_\_\_\_

5) Other:\_\_\_\_\_

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County Head Start Program and proceed to complete the project in a timely manner.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
**THIS FORM MUST ACCOMPANY BID PACKET**  
\_\_\_\_\_

# **EXHIBIT D**

## **HIDALGO COUNTY HEAD START PROGRAM REQUEST FOR QUALIFICATIONS**

**“CLASSROOM SPACE – WESLACO AREA”**

### **CONFLICT OF INTEREST**

**RFB # 2019-005-11-15-AS**

## **EXHIBIT D**

### 19. 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 Head Start Program ("Program") 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 Program. 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 Head Start Program 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 other who desire to conduct business with Hidalgo County Head Start Program 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 Court House.**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.**

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

OFFICE USE ONLY

Date Received

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

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

1 Name of person doing business with local governmental entity.

2  Check this box if you are filling 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 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

\_\_\_\_\_  
Name of Officer

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

- A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?
- Yes     No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?
- Yes     No
- C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
- Yes     No
- D. Describe each employment or business relationship with the local government officer named in this section.

4 \_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

# HIDALGO COUNTY

## Respondent/Vendor Application

VENDOR NO.: \_\_\_\_\_

ENTRY DATE: \_\_\_\_\_

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name	Telephone No. (      )
Mailing Address	Fax No. (      )
City, State, Zip	Tax I.D. No.
E-Mail Address:	Website Address:
Representative(s) Name(s) & Title(s)	
Type of Organization (check one): ___ Individual ___ Partnership ___ Corporation ___ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.	
State of Incorporation: _____ Other: _____	
Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ broker ___ Distributor ___ Service Organization ___ Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:	
Small and/or Disadvantaged Business Information (check application criteria) Small Business: _____ Disadvantaged Business (At Least 51% Ownership) <input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other <input type="checkbox"/> More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input type="checkbox"/> No Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No	

**EXHIBIT D-2**

**CERTIFICATE OF  
INTERESTED PARTIES  
FORM 1295  
SAMPLE**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

# **EXHIBIT E**

## **HIDALGO COUNTY HEAD START PROGRAM REQUEST FOR QUALIFICATIONS**

**“CLASSROOM SPACE – WESLACO AREA”**

### **PROPOSER’S AFFIDAVIT**

**RFB # 2019-005-11-15-AS**

**EXHIBIT "E"**  
**PROPOSER'S AFFIDAVIT**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING  
FOR "SIGN LANGUAGE INTERPRETING PROVIDERS"**

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

\_\_\_\_\_  
Signature/ Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Commission expires: \_\_\_\_\_, 20\_\_



## 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?:  State General Services 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 Contractor 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 \_\_\_\_\_

---

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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 \_\_\_\_\_

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## Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶

Legal Address: number, street, and apt. or suite no.

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code

City, state and ZIP code

Phone # ( )

Fax # ( )

Email address:

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□□□-□□-□□□□

OR

Employer identification number

□□-□□□□□□

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

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### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No  Yes  If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here

Authorized Signature ▶

Date ▶

#### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding.

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your 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 the Part II instructions on page 2.

#### 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.

Please print or type

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO §

**LEASE AGREEMENT BETWEEN  
\_\_\_\_\_AND  
HIDALGO COUNTY**

This Lease is made and entered into by and between \_\_\_\_\_, herein referred to as the “LESSOR” and Hidalgo County through the Head Start Program, herein referred to as the “LESSEE” in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at \_\_\_\_\_ **Weslaco, Texas** in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the premises” known by lessee as “\_\_\_\_\_ **Head Start**”, or “the Leased Premises.”

**ARTICLE 1. TERMS AND RENT**

**Term of Lease**

1.01 The Leased Premises shall be used for the purpose of Head Start classrooms and for Head Start parent’s meetings subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for eighteen (18) months commencing on January 1, 2020 (“commencement date”) and ending on June 30, 2021 (“termination date”) unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

**Renewal or Termination**

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extend the term of the lease hereof, commencing July 1, 2021, for a like term or terms as may be subsequently agreed to upon by both parties.

LESSEE shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the LESSOR.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

#### **Base Rent**

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of \$\_\_\_\_\_, in eighteen (18) equal monthly payments of \$\_\_\_\_\_ per month payable on the 1<sup>st</sup> day of each month. Payment shall be mailed,\_\_\_\_\_.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

#### **ARTICLE 2. TAXES**

##### **Taxes**

2.01 LESSOR shall pay all real property taxes assessments until this Lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

### **ARTICLE 3. MAINTENANCE ON PREMISES**

3.01 LESSOR agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the said building, including all of LESSEE'S improvements, fixtures, appurtenances, equipment and machinery in such repair as the same were at the commencement of the term. All repairs shall be at LESSEE'S expense and shall remain the property of the LESSEE at the termination of the lease.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSEE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSEE shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

### **ARTICLE 4. UTILITIES**

#### **Utility Charges**

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick-up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

### **ARTICLE 5. INSURANCE AND INDEMNITY**

#### **Property Insurance**

5.01 LESSEE shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof,

be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 per occurrence.

#### **ARTICLE 6. MISCELLANEOUS**

6.01 This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be carried upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

**WAIVER OF BREACH**

A waiver by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

**ARTICLE 7. MISCELLANEOUS**

**Notices and Addresses**

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

LESSEE:

Hidalgo County Head Start Program  
Attn: Teresa Flores, Executive Director  
P.O. Box 0117  
EDINBURG, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

**Legal Construction**

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

**Prior Agreement**

This Agreement constitutes the sole and only agreement of the parties to the Agreement and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter of this Agreement.

### **Amendment**

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

### **Rights and Remedies Cumulative**

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

### **Attorney's Fees and Costs**

If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease, as awarded by a court of competent jurisdiction.

### **Force Majeure**

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

### **Estoppel Information**

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

### **Time of Essence**

Time is of the essence of this Agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day of \_\_\_\_\_, 2019

LESSEE:

BY: \_\_\_\_\_  
Richard Cortez, County Judge

BY: \_\_\_\_\_  
Teresa Flores, Executive Director

LESSOR:

BY: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Arturo Guajardo, JR.,  
Hidalgo County Clerk

APPROVED AS TO FORM:  
Oxford & Gonzalez

BY: \_\_\_\_\_  
Ricardo Gonzalez

Date Approved by Policy Council:  
Date Approved by County Commissioners: