THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-049-06-17

THIS CONTRACT is made and entered into this **17th** day of **June, 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **ABM Janitorial Services-South Central, Inc. dba ABM Janitorial** a California Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Company's Bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to location at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **June 17, 2014** and ending on **June 16 , 2015** and may be extended at the sole discretion of County for an additional (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company : ABM Janitorial Services-South Central, Inc.
DBA ABM Janitorial Services
Attn: Amanda Reed, Account Executive
10521 Gulfdale
San Antonio, Texas 78216

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued

performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 6/17/14 RO

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

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

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

By: _____
Stephen L. Crain

EXHIBIT "A"

Request for Bid (RFB)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

March 10, 2014

Bidder's name

Address

City

State, Zip Code

RE: Hidalgo County-Request for Bids – **"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX."**
RFB № 2014-049-03-26-SGS

Dear Sir/Madam:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

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

REQUEST FOR BIDS

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

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

March 10, 2014
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

Bid No: 2014-049-03-26	Buyer II: Sandy Suarez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

BID OPENING DATE

MARCH 26, 2014

Contact Person:

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

Form HCPD-03

1. Sealed bids will be received for **"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX" – HIDALGO COUNTY** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2014-049-03-26-SGS-" CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX" – Hidalgo County**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 26, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2014-049-03-26-SGS-RFB- CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX – HIDALGO COUNTY.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number & Contract Number (if any)
  d) Notation - **CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX" -Hidalgo County** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
Attn: Accounts Payables
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 26, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

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

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in

connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

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

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

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm . If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"
BID NO.: 2014-049-03-26-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS
HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

EXHIBIT "A"
HIDALGO COUNTY
"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING – EDINBURG-TX."
RFB NO.: 2014-049-03-26-SGS

Scope of Services:

Hidalgo County is soliciting and seeking competitive sealed bids for an annual contract for the services of "Custodial Services for the New Adiministration Building – Edinburg- TX." from vendors specializing in office cleaning. Vendor (s) will be required to provide, but not limited to: Supervision, labor, equipment, tools, materials and supplies etc, as necessary to accomplish the requested services.

Specifications/Requirements:

In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Any bid that does not meet the minimum requirements and/or specifications may be rejected. All prices for goods and/or services shall be **firm** for the duration of this contract.

A Pre-Bid Conference and walk through has been scheduled for: **March 17, 2014 at 9:00 A. M.** – Location: 2802 S. Business Hwy 281 Edinburg, TX. 78539; Hidalgo County's- New Administration Bluiding. Attending Participant(s); please confirm via email to: sandy.suarez@co.hidalgo.tx.us. Please advise the number of person(s) that will be attending. (See attached A-1)

LOCATION: Hidalgo County Administration Building is located at 2802 S. Business Hwy 281 Edinburg, Texas 78539 and is approximately 55,552 sq ft with an estimation of (300) offices, rooms and public areas that would need cleaning. **The services requested would be done after County work hours between 5:00 pm- 6:00 am.**

Services Needed: OPTION I	Frequency
1. General Cleaning:	**Daily**
• Hours/Schedule of days required for cleaning crews	
• Sweeping and moping of floors and remove all gum	
• Vacuuming the rugs or carpets (as necessary), remove any spots & gum	
• Glass Cleaning every office and/or restrooms	
• Transport trash to designated areas for removal from facility	
• Clean/disinfect wastebaskets as necessary	
• Clean coffee station areas	
• Clean and wipe down all counter tops and break room table(s)	
• Clean and disinfect microwave oven(s)	
• window ledges and walls near lights switches to remove hand prints and/or smudges	
• Turn of all office lights after cleaning each area	
• Dust mini blinds/shades/similar wall hangings etc.	**Daily**
• Clean doors, door jams, metal trim, thresholds, base boards, interior	
• Clean all windows on the interior & exterior	**Quartely**
2. Restrooms	**Daily**
• Restock paper towels, toilet tissue, soap, air fresheners dispensers (County will supply inventory) unless Option II is also chosen	
• Clean and polish all bright metal work and faucets	
3. Floor Areas	
• Supplies – All cleaners, detergents, non-skid wax and/or chemicals necessary to perform the duties will be furnished by contractor as part of the cost of service and will not be charged. All chemicals/cleaners shall be OSHA approved and all applicable State's standard rules & regulations shall be adhered to. Environmentally friendly supplies are encouraged. Material Safety Date Sheets must be provided.	**Daily**

• Equipment – All vacuum cleaners, mops, brooms, and any other equipment necessary to perform the duties and responsibilities of janitorial service must be provided by the contractor.	
Offices	
• Offices shall be thoroughly cleaned upon request – (provided that desk areas have personal and paperwork removed prior to cleaning) – request form should be utilized	**Daily**

OPTION II	**Frequency**
Option- as added cost	
• Vendor will restock of all paper towels, toilet tissue, soap, air freshener dispensers, etc.	**Always**
• Stripping & waxing of floors-semi-annual basis	**As needed**

- Once contract has been award the Point of Contact will be Mr. Daniel Flores, Hidalgo County Facilities Maintenance Manager.
- Bidder shall charge on a month basis.
- **Bidder must choose Option I or Option I with Option II. Option II alone will not be considered.**
- A storage space will be provided to secure equipment and supplies. Hidalgo County will not be responsible for lost or missing supplies or equipment.
- The Administration Building will be closed on all County observed Holidays.

KEY CONTROL

The contractor shall establish and implement methods of ensuring that all keys issued to the contractor by the County are not lost, misplaced, or used by unauthorized personnel. No keys issued to the contractor may be duplicated. The contractor will be required to reimburse the County for replacement of locks or rekeying as a result of contractor losing keys or damaging locks. Locks must be replaced with the same grade or equivalent as approved by the Facilities Operations Manager, or his assistant. In some cases, keys will not be provided to the contractor.

The successful contractor will be briefed on area accessibility on contract start date. A signed spread sheet to include Company's staff name and the responsible person for the custodial company and signature will be required with the sheet. Hidalgo County will monitor this spread sheet for active staff, reviewing the count as well as of the keys once a month.

Responsibilities & Restrictions

1. Vendor must submit a background check for all employees that will be entering onto the premises.
2. Awarded vendor will be responsible for moving furniture and placing back in its original location.
3. Awarded vendor will be responsible for any damages within the cleaning area/ site, building.
4. At no time will any unauthorized personnel and/or person(s) be permitted into the County facility. This rule shall be strictly adhered for Security purposes and for the protection of the person(s).
5. Contractor employees will wear a standard distinctive uniform of same color and design with company logo that is visible and recognizable.

6. Material Safety Data Sheets "MSDS" must be filed in notebooks with "MSDS" written outside the notebooks and they must be kept in all accessible and specified locations.
7. All hazardous mateials must be properly labeled.
8. An Inventory log must be kept in designated storage area for supplies provided by the County, (i.e. paper towels, toilet tissue; soap and air freshener etc.). If supplies are needed, Contact Mr. Daniel Flores. (Unless Option II is also chosen).
9. Weekly inspections by on-site management must be made to assess work accomplishments and set objectives for future work needed.
10. On site management must make frequent rounds to assess service levels and notify personnel of any recurring or potential concerns.
11. Contracted Management or representative must be readily available at all times in case Hidalgo County representative: Mr. Daniel Flores, Facilities Maintenance Manager needs to contact and/or meet with them for any issues that may arise. After hour telephone number must be provided.
12. Hazardous conditions and items needing repair (i.e. leaky faucets, toilet stoppage etc.) shall be reported to Mr. Daniel Flores immeditately.

BILLING INSTRUCTIONS:

All invoices must have required information, (Legal Notice, page 3, paragraph 16) and be sent to:
Facilities Management Department
Attn: Accounts Payables
3100 S. Business Hwy 281 / P.O. Box 1356
Edinburg, TX. 78539

TERMS AND CONDITIONS:

1.) The term of the contract will be for a one (1) year initial period. Hidalgo County reserves the right to extend the contract for an additional one (1) one (1) year term, under the same rates, terms and conditions.

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 the next contract term.

3.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

5.) 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 tight 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 of such item.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

7.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8.) Bidder will have been in business for at least two years.

9.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

10.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

11.) The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA regulations and requirements throughout the term of the Contract.

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

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

ADDITIONAL INFORMATION:

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, March 19, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, March 21, 2014 by 5:00 P.M.

EXHIBIT "A-1"

Pre-Bid Confirmation Sheet

REQUEST FOR BIDS
HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

Exhibit "A-1"
Hidalgo County
"Custodial Services for New Administration Building –Edinburg-TX."
RFB No.: 2014-049-03-26-SGS

Pre-Bid Conference

March 17, 2014 @ 9:00 a.m.

Attendee Confirmation:

Business Name:_____
Business Address:_____
Business Telephone number:_____
Number of Attendees:_____

Name of Attendee(s)	
1.	6.
2.	7.
3.	8.
4.	9.
5.	10.

Please return no later than: March 13, 2014 @ 3:00 P.M.; via email to:
sandy.suarez@co.hidalgo.tx.us

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS
HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

EXHIBIT "B"
HIDALGO COUNTY
"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"
RFB NO.: 2014-049-03-26-SGS

BID PAGE

Internal Purposes only: Commodity Code: 910-39

OPTION I

SERVICES NEEDED	FREQUENCY
General Cleaning	Daily
Restrooms	Daily
Floor Areas	Daily
Offices	Daily
Clean Windows (interior & exterior)	Quarterly
Dust mini blinds/shades,wall hangings etc.	Daily

Option I Monthly Cost $ _____

OPTION II with OPTION I

OPTION- AS ADDED COST	Frequency
Vendor will restock of all paper towels, toilet tissue, soap, air freshener dispensers, etc.	Always
Stripping & waxing of floors-semi-annual basis	As needed

Option II with Option I Monthly Cost $ _____

BIDDER INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE №:_____ FAX №:_____

CELLULAR №:_____

AUTHORIZED SIGNATURE:_____

PRINT NAME:_____ DATE/____/____

TITLE:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS
HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

Revised 03/11/11

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A.

INSURER B

INSURER C.

INSURER D:

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER 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	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED (Any one person) $ PERS & ADV INJURY $ GEN'L AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT $ OTHER THAN AUTO ONLY EA ACC $ AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $
	OTHER				

SAMPLE

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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

[ ] will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners Court;

[ ] will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

[ ] have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I possess all of the APPLICABLE:

1. Licenses:
2. Bond (if applicable)_____
3. Certificates:
4. Permits:
5. Other:

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS
HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

_____
Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ 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 governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ 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

Adopted 06/29/2007

APPLICATION
&
W-9 FORM

REQUEST FOR BIDS
HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ 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)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

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

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: ☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number: ☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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 Service (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
3. I am a U.S. citizen or other U.S. person (defined below).

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. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person ▶ | Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of 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 provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

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

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

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

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS
HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

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

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

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Amanda N. Reed

From: Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>
Sent: Thursday, July 10, 2014 10:50 AM
To: Amanda N. Reed
Cc: Rey Salazar
Subject: RFB No.: 2014-049-03-26-SGS- "Custodial Services for New Administration Building - Edinburg-TX" Revised Specs
Attachments: Final-Revised Exhibit A & B.PDF

Importance: High

Good Morning Amanda,

Rocio has asked me to send you the Specifications so that you can include them with the contract and once she receives them, she will go over everything and make sure all is correct. I also included the revised Exhibit B, in case it wasn't there either. I apologize for the inconveniences.
Amanda, ABM was awarded the General Services only, at this time the County will continue utilizing the Facility Management's Department to do the stripping and waxing.

If you have any questions or concerns for me, please let me know and if you have any for the Contract Manager, Rocio, you may contact her at (956) 318-2626 - Ext-4868.

--
Respectfully,
Sandy Suarez, Buyer II
Hidalgo County Purchasing Department
2802 S. Bus Hwy. 281
Edinburg, TX. 78539
(956) 318-2626 ext. 4860
(956) 292-7612 fax
sandy.suarez@co.hidalgo.tx.us

REVISED FINAL-EXHIBIT "A"
HIDALGO COUNTY
"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING – EDINBURG-TX."
RFB NO.: 2014-049-03-26-SGS

Scope of Services:

Hidalgo County is soliciting and seeking competitive sealed bids for an annual contract for the services of "Custodial Services for the New Adiministration Building – Edinburg- TX." from vendors specializing in office cleaning. Vendor (s) will be required to provide, but not limited to: Supervision, labor, equipment, tools, materials and supplies etc, as necessary to accomplish the requested services.

Specifications/Requirements:

In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Any bid that does not meet the minimum requirements and/or specifications may be rejected. All prices for goods and/or services shall be **firm** for the duration of this contract.

A Pre-Bid Conference and walk through has been scheduled for: **March 17, 2014 at 1:30 P. M.** – Location: 2802 S. Business Hwy 281 Edinburg, TX. 78539; Hidalgo County's- New Administration Bluiding. Attending Participant(s); please confirm via email to: sandy.suarez@co.hidalgo.tx.us. Please advise the number of person(s) that will be attending. (See attached A-1)

LOCATION: Hidalgo County Administration Building is located at 2802 S. Business Hwy 281 Edinburg, Texas 78539 and is approximately 55,552 sq ft with an estimation of (300) offices, rooms and public areas that would need cleaning. **The services requested would be done after County work hours between 5:00 pm- 6:00 am.**

Services Needed:	Frequency
General Cleaning	**Daily**
• Hours/Schedule of days required for cleaning crews	
• Sweeping and moping of floors and remove all gum	
• Vacuuming the rugs or carpets (as necessary), remove any spots & gum	
• Office windows	
• Clean/disinfect wastebaskets as necessary	
• Clean coffee station areas	
• Clean and wipe down all counter tops and break room table(s) and Conference rooms	
• Clean and disinfect microwave oven(s)	
• Clean window ledges,walls (remove marks, hand prints and/or smudges near lights switches)	**Daily**
• Dust mini blinds/shades/similar wall hangings etc.	**As Needed**
• Clean doors, door jams, metal trim, thresholds, base boards, interior	**As Needed**
• Main Entrance -clean all windows on the interior & exterior (as needed)	**As Needed**
• Clean all vents	
• Transport trash to designated areas for removal from facility	
• Turn of all office lights after cleaning each area	
	Daily
Restrooms	
• Restock paper towels, toilet tissue, soap, air fresheners dispensers (County will supply inventory, request form will be utilized)	
• Clean and polish all bright metal work and faucets	
• Sweep and mop	
Floor Areas	
• Supplies – All cleaners, detergents, non-skid wax and/or chemicals necessary to perform the duties will be furnished by contractor as part of the cost of service and will not be charged. All chemicals/cleaners shall be OSHA approved and all applicable State's standard rules & regulations shall be adhered to. Environmentally friendly supplies are encouraged. Material Safety Date Sheets must be provided.	**Daily**

• Equipment – All vacuum cleaners, mops, brooms, and any other equipment necessary to perform the duties and responsibilities of janitorial service must be provided by the contractor.	
• Buffing- maintence of floor areas	**Weekly**
Offices	
• Offices shall be thoroughly cleaned upon request – (provided that desk areas have personal and paperwork removed prior to cleaning) – request form should be utilized	**As Requested**

Hidalgo County reserves the right to select one (1) or more or none of the following options if the County determines it is in its best interest to do so.

OPTIONS (1-3) ADDITIONAL SERVICES	**Frequency**
Option- as an added cost	
• Vendor will restock of all paper towels, toilet tissue, soap, air freshener dispensers, etc.	**Always**
• Stripping & waxing of floors-semi-annual basis	**As needed**
• Day Porter (per)	**Daily**

- Once contract has been award the Point of Contact will be Mr. Daniel Flores, Hidalgo County Facilities Maintenance Manager.
- Bidder shall charge on a monthly flat rate basis.
- A storage space will be provided to secure equipment and supplies. Hidalgo County will not be responsible for lost or missing supplies or equipment or damaged.
- The Administration Building will be closed on all County observed Holidays.

KEY CONTROL

The contractor shall establish and implement methods of ensuring that all keys issued to the contractor by the County are not lost, misplaced, or used by unauthorized personnel. No keys issued to the contractor may be duplicated. The contractor will be required to reimburse the County for replacement of locks or rekeying as a result of contractor losing keys or damaging locks. Locks must be replaced with the same grade or equivalent as approved by the Facilities Operations Manager, or his assistant. In some cases, keys will not be provided to the contractor.

The successful contractor will be briefed on area accessibility on contract start date. A signed spread sheet to include Company's staff name and the responsible person for the custodial company and signature will be required with the sheet. Hidalgo County will monitor this spread sheet for active staff, reviewing the count as well as of the keys once a month.

Responsibilities & Restrictions

1. Vendor must submit a background check for all employees that will be entering onto the premises.
2. Awarded vendor will be responsible for moving furniture and placing back in its original location.
3. Awarded vendor will be responsible for any damages within the cleaning area/ site, building.
4. "Restricted" areas and/or offices will be off limits, unless Authorized personnel allow entry.
5. At no time will any unauthorized personnel and/or person(s) be permitted into the County facility. This rule shall be strictly adhered for Security purposes and for the protection of the person(s).

6. Contractor employees will wear a standard distinctive uniform of same color and design with company logo that is visible and recognizable.
7. Provide a Day Porter during County working hours (Monday through Friday), to perform general custodial services, maintenance, restrooms, trash etc. as needed, throughout the Bldg
8. Hidalgo County has the option to add or delete the number of Day Porters
9. Material Safety Data Sheets "MSDS" must be filed in notebooks with "MSDS" written outside the notebooks and they must be kept in all accessible and specified locations.
10. All hazardous mateials must be properly labeled.
11. An Inventory log must be kept in designated storage area for supplies provided by the County, (i.e. paper towels, toilet tissue; soap and air freshener etc.). If supplies are needed, Contact Mr. Daniel Flores, via e-mail at: daniel.flores@co.hidalgo.tx.us.
12. Weekly inspections by on-site management must be made to assess work accomplishments and set objectives for future work needed.
13. On site management must make frequent rounds to assess service levels and notify personnel of any recurring or potential concerns.
14. Contracted Management or representative must be readily available at all times in case Hidalgo County representative: Mr. Daniel Flores, Facilities Maintenance Manager needs to contact and/or meet with them for any issues that may arise. After hour telephone number must be provided.
15. Hazardous conditions and items needing repair (i.e. leaky faucets, toilet stoppage etc.) shall be reported to Mr. Daniel Flores immeditately.

BILLING INSTRUCTIONS:

All invoices must have required information, (Legal Notice, page 3, paragraph 16) and be sent to:
Facilities Management Department
Attn: Accounts Payables
3100 S. Business Hwy 281 / P.O. Box 1356
Edinburg, TX. 78539

TERMS AND CONDITIONS:

1.) The term of the contract will be for a one (1) year initial period. Hidalgo County reserves the right to extend the contract for an additional one (1) one (1) year term, under the same rates, terms and conditions.

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 the next contract term.

3.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

5.) 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 tight 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 of such item.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

7.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8.) Bidder will have been in business for at least two years.

9.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

10.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

11.) The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA regulations and requirements throughout the term of the Contract.

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

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

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, March 19, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, March 21, 2014 by 5:00 P.M.

REVISED EXHIBIT "B"
HIDALGO COUNTY
"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"
RFB NO.: 2014-049-03-26-SGS

BID PAGE

Internal Purposes only: Commodity Code: 910-39

SERVICES NEEDED	Monthly Cost
General Cleaning(as per specifications) • Restrooms • Floor Areas • Offices	$ _____

Hidalgo County reserves the right to select one (1) or more or none of the following Options if the County determines it is in its best interest to do so.

	OPTIONS (1-3) ADDITIONAL SERVICES	Monthly Cost
1	Vendor will restock of all paper towels, toilet tissue, soap, air freshener dispensers, etc.	$ _____
2	Stripping & waxing of floors-semi-annual basis	$ _____
3	Day Portor (per)	$ _____

BIDDER INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE №:_____ FAX №:_____

CELLULAR №:_____

AUTHORIZED SIGNATURE:_____

PRINT NAME:_____ DATE/____/____

TITLE:_____

Amanda N. Reed

From: Rey Salazar <rey.salazar@co.hidalgo.tx.us>
Sent: Tuesday, July 22, 2014 8:52 AM
To: Amanda N. Reed
Cc: Rolando Garcia; rocio villarreal; Sandy Suarez
Subject: Hidalgo County Custodial

GM Ms. Reed,

Now that we've cleared that issue up, can you update me on a tentative start date? Additionally, at our last meeting with Celia, she mentioned that she would be contacting you regarding some of our concerns. Among them were that we are requesting the names and copies of the criminal background checks for the crew member that will be entering our premises. We will also need to coordinate with Celia regarding after hours door access. Thanks.

Rey Salazar
Director, Strategic Planning Division
Department of Budget and Management
2818 S. Business Hwy. 281
Edinburg, Tx. 78541
(956) 292-7025 Phone
(956) 292-7035 Fax

From: "Amanda N. Reed" <amanda.n.reed@abm.com>
To: "Rocio Villarreal (rocio.villarreal@co.hidalgo.tx.us)" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Rey Salazar (rey.salazar@co.hidalgo.tx.us)" <rey.salazar@co.hidalgo.tx.us>, "sandy suarez" <sandy.suarez@co.hidalgo.tx.us>, "Ron Peden" <ron.peden@abm.com>
Sent: Monday, July 21, 2014 4:31:13 PM
Subject: Clarification

Good Afternoon,

After speaking with you last week, you asked that I send you an explanation clarifying the monthly cost of the stripping and waxing of floors semi-annual basis. Our explanation is below. Additionally, I am attaching the email correspondence from April when we were originally asked for clarification.

ABM is thinking that you might be looking at the original Exhibit B, options 1-2 on p. 20 of p. 46 attached. It turns out that the Revised Exhibit B, options 1-3 on page 44 of the attached document is worded quite differently. The original exhibit didn't specify how the floor stripping and waxing should be priced, i.e. lump sum, spread over a certain time period, priced per strip and wax, etc. However, the Revised Exhibit B asks for ***monthly*** pricing of stripping and waxing on a ***semi-annual*** basis. In compliance with the requirements of the Revised Exhibit B, ABM took the price of stripping and waxing the floors 2 times per year and then split that cost in twelve equal parts to come up with a monthly price as required. ABM is providing the actual calculation below in order to help illustrate its calculation and compliance with the RFP requirement.

STEP ONE
Semi-annual strip and wax:

STEP TWO
Monthly semi-annual strip and wax:

STEP THREE
Monthly semi-annual strip and wax:

First strip and wax $ 9,461.10 First strip and wax in first six months per month

Second strip and wax $ 9,461.10 Second strip and wax in second six months per month

$9,000.00 + $9,000.00 = $18,922.20 $9,461.10 ÷ 6 = $1,576.85

$9,461.10 ÷ 6 = $1,576.85

FINAL PRICING: Per month cost of two strips and waxes over twelve months = $1,576.85 per month

Also, taking a step back and thinking about the cost to strip and wax approximately 55,000 square feet of floor, it makes sense that it would cost about $1,500.00 per month each year to have that much floor stripped and waxed two times. Because of the two different Exhibit Bs, I can see how this could all be confusing. After carefully looking at the Revised Exhibit B, along with this email, please feel free to let me know if you have any questions.

Thank you,
Amanda

Amanda N. Reed
Account Executive

ABM
10521 Gulfdale St.
San Antonio, TX 78216
210.733.6015 (Office)
210.293.4976 (Direct)
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Amanda N. Reed

From: Amanda N. Reed
Sent: Wednesday, April 02, 2014 10:59 AM
To: 'Sandy Suarez'
Subject: RE: RFB nO.:2104-049-03-26-SGS- Hidalgo County-"Custodial Services for New Administration Building-Edinburg-TX" Clarification

Hi Sandy,

Thank you for asking. I filled that in as a monthly price as that was my understanding of how we were to fill in that blank. Therefore, in order to perform the services of stripping/waxing of the entire building twice per year, the cost divided out monthly would be $1,576.85. I hope this makes sense.

Please let me know if you seek any additional clarification.

I was also going to ask you a question this morning. The bid left a blank under the Schedule of Events tab – Can you tell me the estimated Award of Contract date as well as the estimated Commence Work on or Deliver Products date?

Thanks,

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Account Executive

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From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Wednesday, April 02, 2014 10:50 AM
To: Amanda N. Reed
Subject: RFB nO.:2104-049-03-26-SGS- Hidalgo County-"Custodial Services for New Administration Building-Edinburg-TX" Clarification
Importance: High

Good Morning Ms. Reed,

We are in the process of reviewing your Bid response and need a clarification on one of the Options listed on the Bid Page, Exhibit "B".

Option 2 - Stripping and Waxing (semi-annual) - bid price $1,576.85.

It is to my understanding that Hidalgo County will be charged $1,576.85 every six (6) months for the stripping and waxing.
Is this correct?

Please verify.

--
Respectfully,

Sandy Suarez, Buyer II

Hidalgo County Purchasing Department
2802 S. Bus Hwy. 281
Edinburg, TX. 78539
(956) 318-2626 ext. 4860

(956) 292-7612 fax

sandy.suarez@co.hidalgo.tx.us

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Amanda N. Reed
Account Executive

10521 Gulfdale
San Antonio, TX 78216
Office: (210) 733-6015
Cell: (210) 248-8961

amanda.n.reed@abm.com

July 23, 2014

Rocio Villarreal
Contracts Manager – County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Dear Ms. Villarreal,

You will find enclosed, the fully executed original contract for Custodial Services for New Administration Building for Hidalgo County.

If there is any additional information I might provide, please don't hesitate to call or write. All of us at ABM are ready to put our solutions to work for you.

Sincerely,

Amanda N. Reed
Account Executive

PURCHASING DEPARTMENT
County Of Hidalgo

July 9, 2014

ABM Janitorial Services-South Central, Inc.
Ron Peden, Branch Manager
10521 Gulfdale Street
San Antonio, TX 78216

Re: C-14-049-06-17-Custodial Services for New Administration Building for Hidalgo County

Dear Mr. Peden:

Pursuant to Hidalgo County Commissioners' Court action on, June 17, 2014, the above-referenced project was awarded to ABM Janitorial Services-South Central, Inc.

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

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

Sincerely,

Rocio Villarreal
Contracts Manager

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
June 17, 2014
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

   All members of the Court were counted present.

2. **Pledge of Allegiance**

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

3. **Prayer**

   Virginia Townsend led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**

   The Court moved to approve the Consent Agenda.

5. **Open Forum**

   The Court proceeded to Item 15.A.

6. **County Judge's Office:**

   A. **AI-44993** Recognition of the Hidalgo County WIC Program being selected as one of 25 community agencies and medical facilities in the U.S., Canada, Mexico, India and Brazil to receive the 2014 Community Care Award from the International Board of Certified Lactation Consultant Examiners (IBCLCE) and International Lactation Consultant Association (IBLCA)

   The WIC Program was recognized for their Baby Café, located at Woman's Hospital at Renaissance, which provides breastfeeding help and support, from both skilled health professionals and other moms, in a friendly, non-clinical, café-style environment. Baby Café provides breastfeeding help and support from both skilled health professionals and other moms, in a friendly, non-clinical, café-style environment.

   B. **AI-45055** Approval of Proclamation in support of Region One ESC My Brother's Keeper - Building Ladders of Opportunity Initiative.

   On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

   Vote: 4 - 0 - Unanimously

   C. **AI-45061** 1. Presentation by contracted architect, ERO Architects for acceptance and approval by the Hidalgo County Commissioners Court of the Schematic Design for the New Hidalgo County Courthouse

   On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

   Vote: 4 - 0 - Unanimously

   2. Discussion and possible action regarding the next steps for the New Hidalgo County Courthouse

   NO ACTION taken on this Item.

7. **Executive Officer - Valde Guerra:**

"TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

3. **AI-44570** A. Requesting approval of clarification/correction of AI#36906 (CC 3/20/13) as the term of agreement was erroneously captioned as one (1) year, clarify document to reflect the correct term as stated (i.e. through the life term of the existing equipment in place) for monitoring services for the County owned building located at 9805 N. 10th St., McAllen, TX, with ASG Security, paragraph 2C, including the continuation of services through the life term of the monitoring equipment in place by user department.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Approval to modify current approved agreement with ASG Security for monitoring services for the County Owned building located at 9805 N. 10th St., McAllen, TX to include Open and Close log services for a monthly amount of $5.00 for a new monthly total amount of $33.95.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

C. Acceptance and approval to process ASG Security invoices(attached) for services from the month of March thru May.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

4. **AI-44893** a. Presentation of the scoring grid from the Evaluation Committee for the proposals received and graded for the purpose of ranking by Commissioner's Court in connection to the County's RFP for: "Real Estate Broker Services"-RFP No.: 2014-132-05-28CGA);

PARTICIPANT'S NAME	AVERAGE SCORE	RANKED
W-M Keller Williams Realtors	80	2
CBRE INC.	94	1

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

b. Requesting authority for Purchasing Department to commence negotiations with the number one (1) ranked broker: CBRE INC.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

5. **AI-44642** Award of bid and contract to the responsible vendor submitting the the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements for titled: Hidalgo County-Custodial Services for New Administration Building, fka, K-mart Bldg, located at 2812 S. Bus. Hwy. 281, Edinburg, TX" through project No.: 2014-049-03-26-SGS.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR.
, the Court made a UNANIMOUS vote of approval award the contract to AMB Janitorial Service.

Vote: 4 - 0 - Unanimously

B. Pct. 1

1. **AI-44872** Acceptance and approval of a Professional Appraisal Service Agreement #C-14-264-06-17 with Leonel Garza, Jr. & Associates, LLC for the provision of "Appraisal Services" (on call-on an as needed basis) for projects located with Hidalgo County Precinct No. 1 and (as selected through County's protocol from the "POOL" of Appraisers by CC on 05/27/14).

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

RE: RFB nO.:2104-049-03-26-SGS- Hidalgo County-"Custodial Services for New Administration Building-Edinburg-TX" Clarification

From : Amanda N. Reed <amanda.n.reed@abm.com> Wed, Apr 02, 2014 10:58 AM

Subject : RE: RFB nO.:2104-049-03-26-SGS- Hidalgo County-"Custodial Services for New Administration Building-Edinburg-TX" Clarification

To : 'Sandy Suarez' <sandy.suarez@co.hidalgo.tx.us>

Hi Sandy,

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