

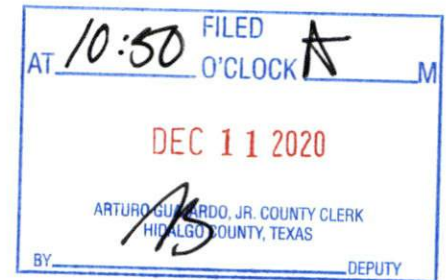


PURCHASING DEPARTMENT  
County of Hidalgo

2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

October 6, 2020

GBB Rentals, LTD  
Bidder's name  
5310 Garrett Rd  
Address  
Harlingen  
City  
Texas 78552  
State, Zip Code



Re: **HIDALGO COUNTY**  
Request for Bids –RFB: 2020-339-10-07-JJR – “LEASE OF OFFICE SPACE-ALAMO.”

Dear Ladies and Gentlemen:

Enclosed, please find the Request for Bid (RFB) packet for the alone referenced project. **Modifications and new requirements** have been added and implemented. So ensure to read carefully and review all instructions, requirements and specifications. The packet must be submitted by **9:30 A.M October 21, 2020.**

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to contact Mr. Jaime Rivas, Contract Specialist I, via email: [Jaime.rivas@co.hidalgo.tx.us](mailto:Jaime.rivas@co.hidalgo.tx.us)  
(956) 318-2626 x 4875.

Sincerely,

Jaime Rivas  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent  
P.P. Jaime Rivas Contract Specialist I

MLS/JJR  
Enclosures

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**REQUEST FOR BIDS (RFB)**

**HIDALGO COUNTY**

(Including all funding sources, programs, and entities)

**"LEASE OF OFFICE SPACE-ALAMO"**

**RFB No: 2020-339-10-07-JJR**

**Acceptance Due Date: October 21, 2020  
9:30 A.M.**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department

**Project Contract Specialist Contact Information:**

Jaime Rivas, Contract Specialist I  
(956) 318-2626 Ext. 4875  
[jaime.rivas@co.hidalgo.tx.us](mailto:jaime.rivas@co.hidalgo.tx.us)

1. Sealed bids will be received for “**Hidalgo County** (Including all funding sources, programs, and entities) “**Lease of Office Space-Alamo,**” in accordance with the requirements attached hereto as Exhibit “A”. The response should address all requirements set forth. Respondents (may also be referred to as respondent, contractor or vendor) may suggest substitutions of features that they feel would be in the best interest of Hidalgo County (“County”), however, a strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the bid.
2. **One (1) original** (pages *one-sided* – clearly marked **ORIGINAL**), **one (1) copy** of all responses and **one (1) CD/USB in PDF** format are required with the respondent’s name and address clearly typed/printed on upper left-hand corner and the following notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, **RFB: 2020-339-10-07-JJR Hidalgo County** (Including all funding sources, programs, and entities) “**Lease of Office Space-Alamo,**” and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, beginning at **9:30 A.M., October 7, 2020**

**NO FACSIMILES OR ELECTRONIC SUBMITTALS WILL BE ACCEPTED. ANY SUBMITTAL RECEIVED AFTER THAT TIME WILL BE RETURNED UNOPENED.**

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

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

1. Legal Notice (See **page 12**);
  2. Bid Page (See **Exhibit “B”**)
  3. Insurance pages with Acknowledgment Forms (See **Exhibit “C”**);
  4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit “D”**);
  5. Vendor Bidder Application, W-9, & HUB/DBE (See **Exhibit “E”**);
  6. Certification Regarding Debarment (See **Exhibit “F”**);
  7. (If applicable) - Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (See **Exhibit “H”**);
  8. FHWA 1273 (See Exhibit “I”)
  9. Proposer’s Affidavit (See **Exhibit “J”**);
  10. SAM.gov Registration Acknowledgement (See **Number 17** below).
3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all bids submitted.
  4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such an event, County may elect to award the contract to the next lowest responsible vendor or to reject all bids received and re-advertise.
  5. For work to be performed at a County-owned or operated location, each respondent shall, in its sole

discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Respondent 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, vendors are required to include illustrations, specifications, explanations of warranties, and service data with their bid submittal including catalog numbers and any necessary references.
7. Bid prices are to remain firm for a minimum of ninety (90) days after the bid opening.
8. The county reserves the right to accept or reject any or all bids.
9. Any interpretations, amendments, corrections or changes to this RFB document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for bid. Respondent shall acknowledge receipt of all addenda as a part of their bid submittal.
10. Costs are to be net F.O.B., County Prepaid.
11. The county is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figures. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
13. **DELIVERY INSTRUCTIONS:**
  - No deliveries accepted after 3:00 P.M., Monday-Friday (if applicable).
  - At least seventy-two (72) hours prior notice of delivery must (if applicable) be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
(956) 318-2626
14. **BILLING AND PAYMENT INSTRUCTIONS:**
  - Invoices must include:
    - a) Name and address of successful respondent;
    - b) Name and address of receiving department or official;
    - c) Purchase Order Number and Contract number (if any);
    - d) Notation - **"Hidalgo County (Including all funding sources, programs, and entities) RFB: 2020-339-10-07-JJR "Lease of Office Space-Alamo," and**
    - e) 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**

2808 S. Business Hwy 281  
 Edinburg, TX 78539  
 (956)318-2511

**15. SCHEDULE OF EVENTS:**

<b>Opening,9:30 A.M.</b>	<b>October 21, 2020</b>
Award of Contract:	<u>2020</u>
Commence Work or Deliver Products:	<u>2020</u>

**16. HIDALGO COUNTY HOLIDAYS:**

<b>2020 YEAR</b>	
<b>New Year’s Day</b>	<b>01/01/20</b>
<b>Martin Luther King Day</b>	<b>01/20/20</b>
<b>President’s Day</b>	<b>02/17/20</b>
<b>Good Friday</b>	<b>04/10/20</b>
<b>Memorial Day</b>	<b>05/25/20</b>
<b>Independence Day</b>	<b>07/03/20</b>
<b>Labor Day</b>	<b>09/07/20</b>
<b>Columbus Day</b>	<b>10/12/20</b>
<b>Veteran’s Day</b>	<b>11/11/20</b>
<b>Thanksgiving Day</b>	<b>11/26/20-11/27/20</b>
<b>Christmas Day</b>	<b>12/24/20-12/25/20</b>
<b>New Year’s Eve</b>	<b>12/31/20</b>

**17. BID, PAYMENT, OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

The County may, and if mandated by statute, shall require a bid bond, a performance bond and/or a payment bond. Any such bond must be executed with a surety company authorized to do business Texas and shall meet any other requirements established by law or by County pursuant to applicable law.

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all respondents shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price.
- In the event the contract exceeds Fifty Thousand Dollars (\$50,000.00), the respondent shall furnish a payment bond and a performance bond to the County for the full amount of the contract within thirty (30) days after the date of signing of the contract or issuance of a Purchase Order following the acceptance of a bid, but in any event prior to the commencement of actual work.

- 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 performance bond for a contract in excess of One Hundred Thousand Dollars (\$100,000.00) and *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars (\$25,000.00) as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.
- All participants 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 45 CFR Part 76. Register at System for Award Management (SAM.gov)

**18. TITLE VI NOTICE/ NONDISCRIMINATION:**

- a) By submitting a bid, the vendor certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability. Title VI-Appendices “A” through “E” are hereby attached as **Exhibit “G”**. The County’s entire Title VI policy may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan> and is hereby incorporated by reference.
- b) The following required statement and the applicable provisions of the Title VI Appendices “A” through “E” expanding these protections to the categories described herein are hereby incorporated by reference as applicable.
  - “The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award”.
- c) The respondent will attach all applicable notices, including those referenced in Title VI – Appendices “A” through “E”, to which it is obligated to provide or submit as part of the bid submittal.

- If applicable, Form FHWA 1273 – “*Required Contract Provisions Federal-Aid Construction Contracts*”, must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and all lower-tier subcontracts. Form FHWA 1273 is attached as **Exhibit “P”**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

**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 bid 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.
- Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.
- **NOTICE:**  
*All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department.*

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the RFB, RFP, or RFP is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

**20. DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2016, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit “D”**, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that

require the statement to be filed. The disclosure requirement applies to a person or business that 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 respondent fails to comply with the Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**If applicable, completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539 - Hidalgo County Courthouse.**

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

**21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295):**

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFB No. 2020-339-10-07-JJR**, as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed, and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to **Jaime.rivas@co.hidalgo.tx.us**. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit signed Form 1295 may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

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

**THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONERS' COURT APPROVES THIS AGREEMENT TO SUBMIT THE SIGNED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.**

- 22.** If during the life of any contract, or bid awarded, the successful respondents' 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.
- 23.** Bid 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.
- 24.** Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate the respondent's responsibility. A prospective respondent, by submitting a bid, represents to County that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics; and
- 
- Be otherwise qualified and eligible to receive an award.
25. Successful respondent 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 respondents, officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.
27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate the contract immediately in the event of breach or default by a successful respondent, or in the event, a successful respondent fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise, perform in accordance with the requirements.
28. **INDEMNIFICATION: Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier 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 respondent 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 respondent'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 respondent.**
29. The successful respondent shall warrant that all items/services shall conform to 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 approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two (2) business days at no expense to County. Items that are 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 items' nonconformity.
30. 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.

31. The successful respondent 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.
32. Respondents shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and the name of the representative or contact person.
33. **CONTRACTS SUBJECT TO FEDERAL AWARD:**
  - The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). As such, **if applicable**, the provisions of the Hidalgo County Purchasing Policy, the procurement standards found in 2 CFR, Part 200, and the provisions of Appendix II to 2 CFR 200, and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.
  - In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.
  - **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for qualifications or requests for bid must be excluded from competing for such procurements. (See 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or request for qualifications or requests for proposals, will be excluded from competing for such procurements (i.e...subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (See Hidalgo County Policy) "*Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects*" found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement for all purposes.
34. **HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:**

The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in

the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (See Exhibit "E" for requirements).

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

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

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

**35. BOYCOTT ISRAEL VERIFICATION:** In accordance with Texas Government Code Chapter 2270, the County may not enter into a contract for goods or services with a vendor unless the contract contains a written verification from the vendor that it does not boycott Israel and will not boycott Israel during the term of the contract. Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

By signing the acknowledgment form to this legal notice, Vendor understands that it is providing written verification and certification that it does not boycott Israel and will not boycott Israel during the term of the contract. If Vendor claims an exception or otherwise cannot make this certification, then Vendor shall attach separate sheet(s) to provide the basis for the exemption or for not making the certification. Failure to comply or providing false information may result in rejection of Vendor's submission. **Vendor shall indemnify and hold harmless the County, its' elected officials, employees and agents from any and all claims, damages, losses, expenses and costs of any nature based on the County's reliance on this verification.** Vendor's written verification is incorporated for all purposes as part of any resulting agreement.

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36. **TEX. GOVT. CODE CH. 2252- ATTESTATION-TERRORIST ORGANIZATIONS:** By submitting a response to this procurement request and/or accepting this Contract, Company attests that it is not identified on a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State. The Texas State Comptroller will prepare and maintain this list as per Texas Government Code §2252.153, as amended. The contractor further understands that the County shall perform a search of the relevant database and a contract cannot be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties.
37. Respondent must provide all applicable documentation requested with this RFB in their response. Failure to provide this information may result in rejection of the RFB submittal as non-conforming.

**REQUEST FOR BID  
HIDALGO COUNTY**

(Including all funding sources, programs and entities)

**“Lease of Office Space-Alamo,”  
RFB No.: 2020-339-10-07-JJR**

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

Respondent acknowledges that it has examined this Request for Bid and specifications and is familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Bid Checklist presented in connection with this procurement. Respondent 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.

Respondent acknowledges that by signature below, it is providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this Request for Bid. Respondent acknowledges that any and all specifications, provisions, and attachments of this Request for Bid are incorporated into and made a part of any resulting agreement.

Respondent agrees that this RFB shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the specifications. An individual authorized to bind the company must sign the following section. Failure to execute this section may result in RFB rejection.

**Respectfully submitted,**

Firm: GBB Rentals, LTD  
Address: 5317 Garrett Rd Harlingen, TX 78552  
By: Spencer Bell  
Printed Name: Spencer Bell  
Title: Manager

**EXHIBIT "A"**  
**Specifications/Requirements**  
**Hidalgo County Wic Program**  
**"Lease Office Space-Alamo"**  
**BID No. 2020-339-10-07**

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**SCOPE**

Hidalgo County WIC Program is seeking to contract with a qualified vendor(s) to furnish "*Lease of Office Space in Alamo as a Lease of Real Property*" including, but not limited to, the following:

**INSTRUCTIONS TO BIDDER:**

These instructions apply to all offers made to Hidalgo County (herein referred to as "County" by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to,

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

**REQUIREMENTS/SPECIFICATIONS, TERMS & CONDITIONS**

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Wic Program. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

- 1) Building should be in good working condition, space shall have the designated rooms or areas for conducting the following functions: reception area, nutrition education, counseling room, issuance of food cards via computers, lab, lactation room, lounge area and two (2) storage rooms. Said office space should be located in a major thoroughfare in the city of Alamo, Texas.
- 2) Must provide a maximum of 4,000 square feet of available space to provide WIC services.
- 3) The building will meet all ADA accessibility requirements and shall be fully handicap accessible from all parking facilities.
- 4) Building must have handicapped accessible toilet, .facilities for both men and women and separate bathroom facilities for employees.
- 5) A minimum of 30 parking spaces for clients, 10 spaces for employees parking and should be available at least two (2) designated handicap parking spaces, with ramp access from such spaces to the building.

- 6) Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pickup.

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- 7) Lessor will be responsible for electrical, air and cooling maintenance, also by keeping Building free of mold and rodents at all time.
- 8) Floors should have commercial or ceramic tile, no carpeting.
- 9) Lessor is responsible for floor maintenance and extermination services.

**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 service ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.**

## **REQUIREMENTS**

1. The awarded bidder shall adhere to the following insurance requirements:
2. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76. Register at Sam's System for Award [www.sam.gov](http://www.sam.gov).
3. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.
4. Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: **Insurance Requirements: See Exhibit "C", attached.** Plus, also insure building for fire, accident and natural disaster;
5. The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.
6. Bidder must charge by the square foot for the rental space;
7. Floors should have commercial or ceramic tile, no carpeting. Lessor is responsible for floor maintenance.
8. The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning, heating, etc.), with in the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract;

9. All repairs/ maintenance will need to be addressed within five (5) business working days, with sanitation and leak issues to be prioritized and remedied with an immediate response, by no longer than a 24 hr. period.

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10. Proposed Property lawns, trees and gardens, will be maintained and kept neatly trimmed/cut, free of weeds, during the entire length of contract term.

11. The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building;

12. If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null;

13. If the proposed building is existing, and renovations/remodeling are needed, the recommended Low bidder will be notified by the WIC Program Director, prior to the award of bid, for discussion of the remodeling and/or renovations that are needed, (at no cost to Hidalgo County). A written summary of this discussion, signed by both the Lessor and Lessee in agreement to these proposed remodeling, renovation plans will be needed. A copy of the proposed renovation floor plans must be included with the Summary. The WIC Director shall then provide this to Hidalgo County Purchasing Department, for presentation, as part of the contract, as Exhibit "A-2\_ Remodeling Requirements, attached herein.

14. Hidalgo County is requesting all interested vendor(s) submitting bids, must provide the following: property ID # and/or Geographic ID # and the Legal Description as listed on your local Hidalgo County Appraisal District for proposed property being submitted for this project.

15. Prior to award, the WIC Director shall be notified of remodeling.

### **TERMS & CONDITIONS**

1. Initial term will be for less than (1) year term and will commence on: **November 9, 2020** and will terminate on, **September 30, 2020**. Thereafter, at Hidalgo County's sole discretion and option, renew and extend the term for an additional five (5) - one (1) year terms effective (October 1st, and ending September 30th), of each subsequent year) under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause.

2. Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) performance of services and/or specifications ordered, or (c) terminated by County with sixty (60) days written notice prior to cancellation.

3. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County;

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

5. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract;

6. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract/lease agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County;

7. Insurance Requirements: See Exhibit "C" attached. Plus also insure building for fire, accident and natural disaster

**Additional Information:**

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.

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

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED** via e-mail to [jaime.rivas@co.hidalgo.tx.us](mailto:jaime.rivas@co.hidalgo.tx.us) by no later than **Mondav, September 28, 2020 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via email by no later than **Thursday October 01, 2020 by 5:00 p.m.**

EXHIBIT "B"  
BID PAGE  
HIDALGO COUNTY- WIC PROGRAM  
"Lease Office Space- Alamo"  
BID NO.: 2020-339-XX-XX-JJR

BID PRICE PER SQUARE FOOT: \$ 1.00

TOTAL MONTHLY BID PRICE: \$ 4,000

TOTAL SQUARE FEET ON PROPOSED OFFICE BUILDING: 4,000

PHYSICAL LOCATION OF PROPOSED BUILDING: 313 E. Business 83

Alamo, TX

PROPERTY ID #: (Local Appraisal District Info.) P4439-00-000-0001-00

LEGAL DESCRIPTION OF PROPERTY: Lot 1, Paseo Del Mezquite

Subdivision

Enclosed copy of Office Space Lay out: Yes  No

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: GBB Rentals, LTD

ADDRESS: 5310 Garrett Rd

CITY/STATE/ZIP CODE: Harlingen, Texas 78552

PHONE NUMBER: 956-551-7662

E-MAIL ADDRESS: shell2870@yahoo.com

CELLULAR NUMBERS: 956-551-7662 956-551-7664

FAX NUMBER: 956-968-9222

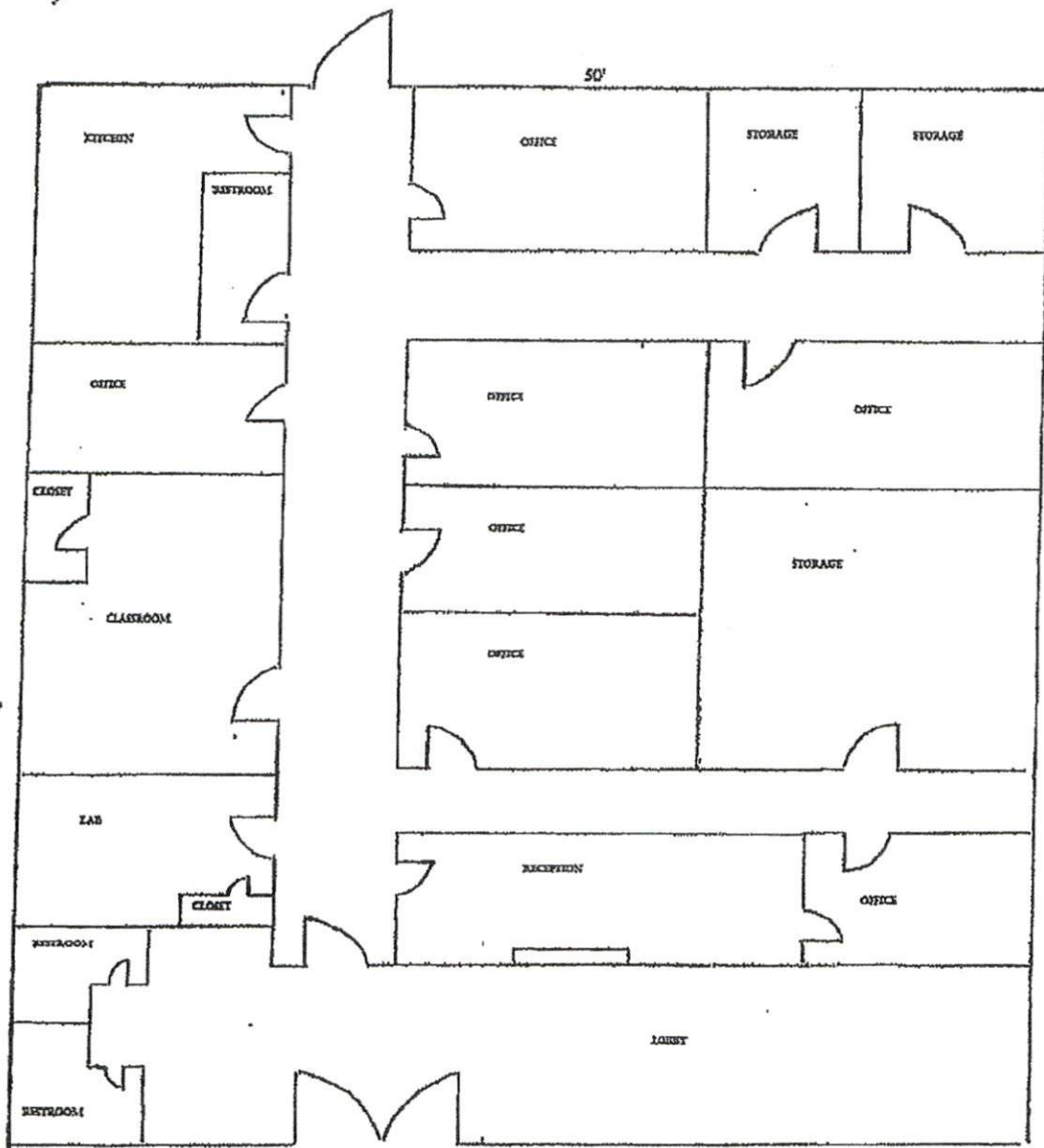
AUTHORIZED SIGNATURE: Spencer Bell

PRINTED NAME: Spencer Bell

TITLE: Manager

DATE: 10/19/2020

OPENED  
9:38am  
10/21/20  
Witnessed  
[Signature]



80'

50'

KITCHEN

RESTROOM

OFFICE

STORAGE

STORAGE

OFFICE

OFFICE

OFFICE

CLOSET

CLASSROOM

OFFICE

STORAGE

OFFICE

LAB

RECEPTION

OFFICE

RESTROOM

CLOSET

BATHROOM

LOBBY

# EXHIBIT "D"

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## (CIQ) CONFLICT OF INTEREST

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

## For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

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

GBB Rentals, LTD

**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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

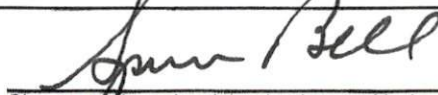
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**   
Signature of vendor doing business with the governmental entity

10-19-2020  
Date

# EXHIBIT "E"

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## VENDOR/BIDDER APPLICATION

W-9

# 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 email: vendor.application@co.hidalgo.tx.us

Company Name: <u>GBB Rentals, LTD</u>	Telephone No. ( <u>956</u> ) <u>551-7662</u>
dba Name:	
Legal Name: <u>GBB Rentals, LTD</u>	
Mailing Address: <u>5310 Garrett Rd</u>	Fax No. ( <u>956</u> ) <u>968-9222</u>
Physical Address: <u>5310 Garrett Rd</u>	
City, State, Zip <u>Harlingen, TX 78552</u>	Tax I.D. No. <u>74-3013303</u>
Remit to Address: <u>5310 Garrett Rd</u>	City, State, Zip <u>Harlingen, Texas 78552</u>
E-Mail Address: <u>sbell2870@yahoo.com</u>	
Representative(s) Name(s) & Title(s) <u>Spencer Bell, Manager Enrique Garza, JR, Partner</u>	
Type of Organization (check one): <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify	
State Identification No. <u>32035973687</u> (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.	
State of Incorporation: <u>Texas</u> Date: <u>8-17-2001</u> Other:	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input checked="" type="checkbox"/> Other, Specify <u>Real Estate Rental &amp; Development</u>	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Spencer Bell, Manager Enrique Garza, JR, Partner Brent Baldrice, Partner</u>	
<b>Small and/or Disadvantaged Business Information (check application criteria)</b>	
<b>Small Business:</b> <input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Less than 250,000 annual gross receipt <input checked="" type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> More than 500,000 annual gross receipt	
<b>Disadvantaged Business (At Least 51% Ownership)</b> <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other	
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: <u>office Rental Space, New-Build office Space, &amp; Real Estate Development</u>	
Would you like to be provided with specifications for procurements of such products?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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.: _____	

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>GBB Rentals, LTD</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>P</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>5310 Garrett Rd</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Harlingen, TX 78552</b>	
7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
<b>or</b>											
<b>Employer identification number</b>											
7	4	-	3	0	1	3	3	0	3	0	3

## 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**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

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**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: \_\_\_\_\_

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

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

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EXHIBIT "F"

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DEPARTMENT

**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: Spencer Bell  
Print Name: Spencer Bell  
Title: Manager  
Telephone Number: 956-551-7662  
Date: 10-19-2020

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

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**EXHIBIT "J"**  
**PROPOSER'S AFFIDAVIT**

# Exhibit "J"

## PROPOSER'S AFFIDAVIT

### PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, Spencer Bell, being first duly sworn, deposes that:

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

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

Spencer Bell, Manager

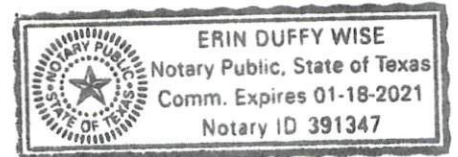
Subscribed and sworn to before me this 20<sup>th</sup> day of OCTOBER, 2020

Erin Duffy Wise

Notary Public

My commission expires: \_\_\_\_\_, 20\_\_\_\_

1/18/2021



Registration Activated for GBB RENTALS LTD / 175452452 / 77M92 in the U.S. Government's System for Award Management (SAM)

From: samadmin@sam.gov

To: sbell2870@yahoo.com

Cc: sbell2870@yahoo.com

Date: Monday, June 1, 2020, 6:47 AM CDT

This email was sent by an automated administrator. Please do not reply to this message.

Dear Spencer Bell,

The registration for GBB RENTALS LTD / 175452452 / 77M92 is now active in the U.S. Government's System for Award Management (SAM). If you did not provide a Commercial and Government Entity (CAGE) Code during the registration process, one has been assigned to you by the Defense Logistics Agency (DLA) CAGE Program.

In order to remain eligible to do business with the Federal government, you must renew your entity's registration in SAM every year. The annual renewal date for the registration is 2021-05-28 12:14:18.104.

You may invite additional users to manage or review your entity registration by following these steps:

1. Go to [www.sam.gov](http://www.sam.gov) and log in.
2. Select Entity Users from the sub-navigation menu on the My SAM page.
3. Select Invite User from the Entity Users menu.
4. Select the desired entity from the Level List.
5. Provide invitee's email address.
6. Assign role(s) to be associated with the user account.
7. Select Submit.

All invitees will receive an email message from SAM with instructions on how to complete the process.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration. Contact our supporting Federal Service Desk at [www.fsd.gov](http://www.fsd.gov), or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally), for FREE help.

In addition, if you are located in the U.S. and its outlying areas, you can also get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to <http://www.aptac-us.org/> to find your closest PTAC.

Thank you,  
The System for Award Management (SAM) Administrator  
<https://www.sam.gov>

## GBB Rentals, Ltd References

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

HAS Morgan Industries  
Attn: Tyler Morgan  
220 S. Bicentennial, Suite E  
McAllen, TX 78501  
956-639-5839

First Community Bank  
Attn: Ricky Leal  
405 Stuart Place Rd  
Harlingen, TX 78552  
956-428-4100



DEPARTMENT  
County of Hidalgo

2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

---

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER FOR YOUR SUBMISSION TO BE DEEMED COMPLETE.



2802 S. Bus. Hwy 281  
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October 6, 2020

**RE:**  
**ADDENDUM NO. 1**  
**For RFB NO. 2020-339-10-07-JJR**  
**Lease of Office Space-Alamo**

Dear Respondents:

Attached you will find **ADDENDUM NO. 1**, in connection with Hidalgo County's Request for Bids for "**Lease of Office Space-Alamo.**"

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at 956-318-2626, extension 4875.

A submission response to this Request for Bids will be deemed incomplete without the acknowledgement of this **ADDENDUM NO. 1** signed and returned as part of your submission.

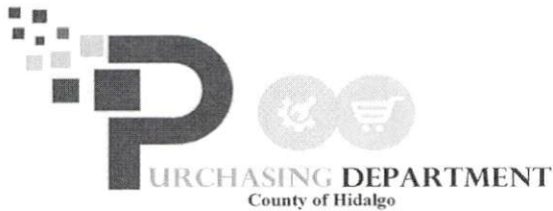
Thank you for your prompt attention to this matter.

*Jaime Rivas*

---

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent  
P.P. Jaime Rivas  
Contract Specialist I

Enclosures  
MLS/JJR



2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
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www.co.hidalgo.tx.us/purchasing

# **ADDENDUM NO. 1**

**October 6, 2020**

## **“LEASE OF OFFICE SPACE-ALAMO”**

**Hidalgo County  
RFB NO.: 2020-339-10-07-JJR**

### **PLEASE NOTE CHANGES AS FOLLOWS:**

1. Replace Exhibit A with revised Exhibit A attached
  - a. Changes made, Extension of the deadline.
  - b. Start date for lease term.
2. Replace RFB Submittal Checklist with revised RFB Submittal Checklist attached
  - a. Changes made include the addition of Addendum No. 1
3. Replace the “DRAFT AGREEMENT” with the revised agreement to reflect the lease term(s).
4. Replace the “Request for Sealed Bids Letter” with the revised version, which reflects the change of the submission date.
5. Replace the “Legal Notice” with the revised version, which reflects the extension of the submission date.

I acknowledge receipt of ADDENDUM NO. 1 dated, October 6, 2020, for “Lease of Office Space-Alamo.”

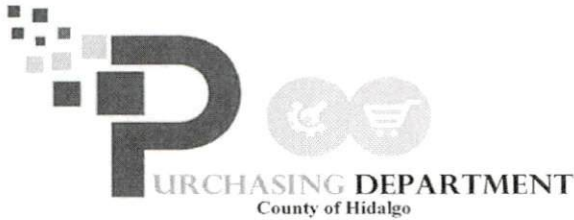
**BY:**

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_



2802 S. Bus. Hwy 281  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
[www.co.hidalgo.tx.us/purchasing](http://www.co.hidalgo.tx.us/purchasing)

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH  
YOUR PACKET IN ORDER FOR YOUR  
SUBMISSION TO BE DEEMED COMPLETE.



2812 S. Bus. Hwy 2811  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

**TRANSMITTAL FORM**

Today's Date:	11/30/2020	Department:	350 - WIC Program	<input type="button" value="v"/>
Contract No.:	C-20-339-11-24	Effective Date:	12/01/2020	
Description of Project:	Lease of Office Space-Alamo			
Awarded Vendor:	GBB Rentals, Ltd			
CC Approval on	11/24/2020	AI-	78430	

**Routing of documents:**

- \_\_\_\_\_ 1. Executive Office – Attn: Monica Salinas
- \_\_\_\_\_ 2. District Attorney's Office – Attn: David Cantu
- \_\_\_\_\_ 3. County Judge's Office – Attn: Richard F. Cortez
- \_\_\_\_\_ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- \_\_\_\_\_ 5. Purchasing Department – Attn: Jaime Rivas  ext. 4875

**ATTENTION COUNTY CLERK'S OFFICE:**

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page ( Pgs. \_\_\_\_\_ to \_\_\_\_\_ )
- Exhibit C – Certificate of Liability Insurance
- Other: \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO     §

**LEASE AGREEMENT**  
**C-20-339-11-24**

**THIS LEASE** is made and entered into by and between GBB Rentals, Ltd, referred to in this Lease as “Lessor”, and **THE COUNTY OF HIDALGO**, acting for and on behalf of its Women, Infant Children Program (WIC) referred to in this “Lease” as “County” or “Lessee” for the lease of office space for the Hidalgo County WIC program Alamo, Texas.

In consideration of the mutual covenants and agreements set forth in this Lease, and in accordance with Exhibit “A” (the “specifications”) in the Request for Bid (RFB), a copy of such Request for Bid (RFB) Procurement Packet and the Bid page attached hereto as Exhibit “B” the (“RFB”) and incorporated herein for all purposes, and other good and valuable consideration, Lessor demises and leases to County, and County leases from Lessor, that certain real property described in Exhibit-"A-1", (legal description), attached hereto. These premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises.

**ARTICLE 1. TERM**

**Term of Lease**

**1.1** Except as otherwise herein provided, the term of this Lease shall be for an initial Ten (10) Months, commencing, **December 1, 2020**(as hereinafter defined) expiring, **September 30, 2021** (as hereunder defined), unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The “Commencement Date” is the date the Premises are available for occupancy by Lessee. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at County’s option, be shortened to six (6) months from the date of such sale or conveyance.

**Renewal or Termination**

**1.2.** County shall have the right and option to renew and extend the term of this Lease for **five (5) additional - one (1) year** terms, commencing *October 1, 2021 and ending on September 30, of each subsequent year*, under the same rates, terms and conditions. If County desires to renew and extend the term of this Lease for a renewal period, County must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated in accordance with the provisions of Article 1.4 or renewed and extended in accordance with this Article 1.2; and any holding over by County after the expiration of that term shall not constitute a renewal of the Lease or give County any rights under the Lease in or to the Leased Premises.

#### **Holdover**

**1.3** If County holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, County will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.3 shall not be construed as Lessor's consent for County to hold over.

#### **Termination**

**1.4** County may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon County's electing to terminate, this Lease shall cease and come to an end as if the day of the termination were the day originally fixed in the Lease for its expiration.

#### **Lessor's Warranty of Quiet Enjoyment**

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

## ARTICLE 2. RENT

### Base Rent

2.1 County agrees to pay to Lessor, during the term hereof, a monthly rental equal to **Four Thousand Dollars (\$4,000.00) per Month**, as described on Exhibit B. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

### Time and Manner of Payment

2.2 All rent due under this article shall be paid by County on a monthly basis and in advance, on the first (1<sup>st</sup>) business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at: P.O. Box 2657, Edinburg, TX. 78540 or such other location or locations as Lessor shall from time to time designate by written notice to County. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

### Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. County shall be responsible for taxes, if any, on County's personal property located on the Premises.

## ARTICLE 3. USE OF PREMISES

### Permitted Use

3.1 County may use the premises for office space and for any other lawful purpose.

### Waste, Nuisance, or Illegal Use

3.2 County shall not use, or permit the use of, the Premises in any manner that will result in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

## ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessor shall be responsible for providing regular occurring general janitorial

services and all law care to the Leased Premises. County shall be responsible for repairs and maintenance in connection with damage to the Premises caused by County's negligent use of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the County, or the County's employees, agents, licenses or invitees. In addition, County shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All construction, modifications, maintenance and/or repairs made by either County or City shall be made by duly qualified individuals in a good and workmanlike manner using high quality materials. A "good and workmanlike manner" is defined as work that is performed by one who has the knowledge, training, or experience necessary for the successful practice of a trade or occupation and performed in a manner generally considered proficient by those capable of such work.

#### **Lessor's Duty to Repair**

**4.2** Lessor shall maintain in good working order and make all repairs to the Premises' foundation, roof, plumbing systems, electrical and lighting systems, heating, ventilation and air conditioning systems ("HVAC") structural integrity, fire protection and fire alert systems and all other repairs in and to the Leased Premises except that County shall make those repairs occasioned by County's negligent use of the Leased Premises. All repairs/maintenance will need to be addressed within five (5) business working days, with sanitation and leak issues to be prioritized and remedied with an immediate response, by no longer than a 24 hour period.

#### **Lessor's Duty**

**4.3** Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

- 1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- 2) Plumbing facilities that conform to applicable law, maintained in good working order.
- 3) A water supply approved under applicable law that is under the control of County, capable of producing hot and cold running water, or a system that is

under the control of Lessor that produces hot and cold running water furnished to County and connected to a sewage disposal system conforming to applicable law.

- 4) Central heating, ventilation and air conditioning facilities conforming to applicable law to provide ample cooling/heating to the entire Leased Premises and are maintained in good-working order. Lessor is responsible for keeping the entire Premises free of mold at all times.
- 5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
- 6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.
- 7) Floor, stairways, and railings maintained in good repair (including annual waxing of floors).
- 8) Landscaping (all greenery, watering, and maintenance).
- 9) Parking Lot (including painting, striping, paving, etc.)
- 10) Fire protection and fire alert systems that conform to applicable law, maintained in good working order.
- 11) Pest control services.

#### **County's Right to Repair for Lessor or Vacate**

**4.4** (a) If after County's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from County, County may make the repairs itself. In such a case, County may deduct the expenses of the repairs from further payment of rent or terminate this Lease Agreement as of the date County vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor makes repairs at least fifteen (15) days following the date of County's notice to Lessor, it will be presumed to have acted in

a reasonable time.

## **ARTICLE 5. UTILITIES**

### **Utility Charges**

**5.1** County, at its sole cost and expense, shall have the responsibility of providing the following services at the Premises: electrical and water usage cost services, janitorial services, security alarm services, telecommunication services and garbage services, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by County directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

## **ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

### **Consent of Lessor**

**6.1** County shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

### **Property of Lessor**

**6.2** All alterations, additions, or improvements made by County shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that County remove any or all alterations, additions, and improvements installed or made by County, and any other property placed on the Premises by County, upon termination of the Lease. In the event that Lessor requires County to remove such alterations, additions, or improvements, County shall repair any damage to the Premises caused by such removal.

## **ARTICLE 7. SIGNS**

**7.1** Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, County shall have the right to install signs on the Leased Premises. County must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs. Lessor shall have the right to first approve the placement and installation of any signs on said premises prior to the installation of any signs.

## **ARTICLE 8. MECHANIC'S LIEN**

**8.1** County will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of County, County will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by County, including expenses and interest, shall be due from County to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

## **ARTICLE 9. INSURANCE AND INDEMNITY**

### **Property Insurance**

**9.1** Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by County. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. County shall maintain all insurance on County's personal property located within the Leased Premises and County covenants and agrees that Lessor shall have no responsibility for damage or destruction of County's personal property located within the Leased Premises.

### **General Liability Insurance**

**9.2 Lessor.** Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand

Dollars (\$500,000.00), naming County as additional insured. Prior to occupancy of the Premises, Lessor shall provide County with evidence of such insurance satisfying insurance requirements stated in the RFB, such evidence of insurance is attached hereto as "Exhibit C."

**9.3 County.** County, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by County.

### **Remedy for Failure to Provide Insurance**

**9.4** Lessor shall furnish County with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to County prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or County may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse County all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

## **ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES**

### **Notice to Lessor**

**10.1** If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, County shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to County, the cause of the damage.

**10.2** If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the County, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

**10.3** If the Leased Premises should be damaged by fire, tornado, or other casualty,

but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, County may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

## **ARTICLE 11. CONDEMNATION**

### **Total Condemnation**

**11.1** If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

### **Partial Condemnation**

**11.2** If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, County may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and County fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the

Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

### **Condemnation Award**

**11.3** Lessor and County shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## **ARTICLE 12. DEFAULT**

### **Default by County**

**12.1** If County shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to County, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure.

### **Default by Lessor**

**12.2** If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded County under this Lease or at law, County may elect that: Upon County's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from County, County may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date

County vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

### **Cumulative Remedies**

**12.3** All rights and remedies of Lessor and County under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

### **Waiver of Breach**

**12.4** A waiver by either Lessor or County of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

## **ARTICLE 13. ASSIGNMENT AND SUBLETTING**

### **Assignment and Subletting by County**

**13.1** County may sublet, assign, encumber, or otherwise transfer this Lease or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If County sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and County and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of County's rights under this Lease, the assignee or sub-lessee, must assume all of County's obligations under this Lease, and County shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

### **Assignment by Lessor**

**13.2** Lessor may assign or transfer any or all of its interests under the terms of this Lease.

## **ARTICLE 14. ADA COMPLIANCE**

**14.1** Lessor shall be responsible for ensuring Premises comply with the Americans with

Disabilities Act (ADA) as amended. Any contest by Lessor of any law, rule, order, ordinance, regulation or requirement of the ADA shall be done with due diligence through appropriate legal proceeding at no cost to County, and shall not subject the County to criminal/civil prosecutions or penalties or encumbrance the Premises in any way.

## **ARTICLE 15. MISCELLANEOUS**

### **Notices and Addresses**

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

**Lessor:**

GBB Rentals, Ltd.  
Attn: Spencer Bell, Manager  
5310 Garrett Rd  
Harlingen, Texas 78552

**County:**

County of Hidalgo  
Attn: Richard F. Cortez, County Judge  
100 East Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

Copy to: Hidalgo County Purchasing Department  
2802 S. Business HWY 281  
Edinburg TX, 78539

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

### **Parties Bound**

**15.2** This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

### **Texas Law to Apply**

**15.3** This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

#### **Legal Construction**

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

#### **Prior Agreements Superseded**

**15.5** This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

#### **Amendment**

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

#### **Rights and Remedies Cumulative**

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

#### **Force Majeure**

**15.9** Neither Lessor nor County shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any

governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or County and which by the exercise of due diligence Lessor or County is unable, wholly or in part, to prevent or overcome.

#### **Real Estate Commission and Finder's Fees**

**15.10** Neither Lessor nor County has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and County each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

#### **Estoppel Information**

**15.11** County shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

#### **Time of Essence**

**15.12** Time is of the essence of this Lease Agreement.

#### **Governmental Purpose**

**15.13** The County is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

#### **Commitment of Current Revenues Only**

**15.14** In the event that, during any term hereof, the Commissioners Court of County does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Lessor. County agrees, however, to use best 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

County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

**Immunities**

**15.15** It is expressly understood and agreed that, in the execution of this agreement, the County does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

**Additional Documents:**

**15.16** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**Non-Discrimination**

**15.17** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and Lessor policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

**Required Contract Provision for Contracts Subject to Federal Award (if applicable)**

**15.18** Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable required contract clauses were provided as part of the initial procurement packet, and as such are incorporated into this agreement for all purposes.

**Authority to Execute**

**15.19** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating County and City in accordance with its terms.

**THE UNDERSIGNED** Lessor and County execute this Lease Agreement on the day of

\_\_\_\_\_, **2020.**

HIDALGO COUNTY  
REQUEST FOR BIDS  
"LEASE OF OFFICE SPACE-ALAMO"

RFB No.: 2020-339-10-07-JJR

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.  
Indicate with a check mark (✓) the Forms completed and included in this response:

- Page 12 of Legal Notice
- Exhibit "B" Bid Page
- Exhibit "C" -Acknowledgement forms (pages 4 & 5)
- Exhibit "D" CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)
- Exhibit "E" Vendor Bidder Applications, W-9, & HUB/DBE
- Exhibit "F" Certification Regarding Debarment
- Exhibit "H" Required Contract Clauses for Contracts Under Federal award 2 – CFR 200, Appendix II & FEMA (if applicable)
- Exhibit "J" Proposer's Affidavit
- SAMS.gov Registration Acknowledgement [www.sam.gov](http://www.sam.gov)
- Reference(s)
- Addendum No. 1
  
- One (1) Original (pages one-sided, clearly marked ORIGINAL), One (1) Copy of Bid(s), and one (1) CD/USB in PDF Format (see number 2 of Legal Notice).

**LESSOR:**

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

GBB Rentals, Ltd

**COUNTY:**

**HIDALGO COUNTY**

By: Richard F Cortez

Richard F. Cortez, County Judge

**ATTEST:**

By: Arturo Guajardo Jr.  
Arturo Guajardo Jr., County Clerk



APPROVED BY  
COMMISSIONERS' COURT  
ON: 11/24/20

**APPROVED AS TO FORM**

Office of the Criminal District Attorney-Civil Litigation Division

By: David R. Cantu  
David Cantu  
Assistant District Attorney

Approved by Commissioners' Court on Nov. 24, 2020.