

County Head Start Program following a request for Services by the Hidalgo County Head Start Program Field Operations Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. **Term.** This Contract shall be for a period beginning **May 25th, 2010 and** ending upon the completion of project and may be extended at the sole discretion of Program for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

6. As consideration for rendering the Service provided for in this Contract, the Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

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

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

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

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

14. **Wages.** Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may

have been theretofore specified by written notice delivered in accordance herewith:

If to Program: Hidalgo County Head Start Program
Attn: Teresa Flores
1901 W. Hwy 107
McAllen, Texas 78504

If to Company: Del Sol Homes
Attn: Maria de la Fuente
1422 E. Thompson
Edinburg, TX 78542

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

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

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

20. **Termination.** 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 without cause by Program with thirty day's written notice prior to cancellation.

21. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work is Free of defect for a period of one year from the date of completion of the work performed under this contract

WITNESS our hands in duplicate originals this 25th day of May, 2010

APPROVED BY COMMISSIONERS COURT ON: May 25,2010

Company:

By: _____
(Del Sol Homes)

By: _____
(Print Name)

By: _____
(Title)

By: _____
Rene Ramirez, County Judge

By: _____
Teresa Flores, Executive Director

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

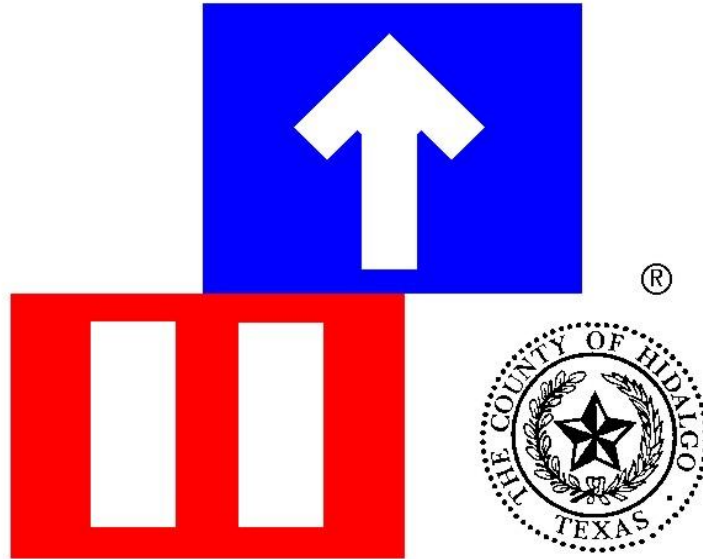
By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT “A”

RFB PACKET



Hidalgo County Head Start Program

Bid No: 2010-024-05-18	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149
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HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR BIDS

ROOF REPAIRS SULLIVAN CITY

BID #2010-024-05-18

McAllen, Texas

April 27, 2010

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4149

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS SULLIVAN CITY BID #2010-024-05-18
for Hidalgo County Head Start Program

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications, Exhibit A, consisting of 3 pages.
4. Bid Page, Exhibit B, consisting of 1 page.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 2 pages.
7. Proposer's Affidavit, Exhibit E, consisting of 1 page.
8. Bidder/Vendor Application, consisting of 1 page.
9. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
10. Certification Regarding Debarment, Suspension consisting of 1 page.
11. Bid Tabulation Sheet consisting of 1 page.
12. Draft Contract consisting of 6 pages.
13. W-9 Form (Request for Taxpayer ID) consisting of 1 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director

April 27, 2010



April 27, 2010

Re: **HIDALGO COUNTY HEAD START PROGRAM**
REQUEST FOR BIDS (RFB)
"ROOF REPAIRS SULLIVAN CITY"
BID Nº 2010-024-05-18

Dear Respondents:

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

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

LEGAL NOTICE

Bid No: 2010-024-05-18

1. Sealed bids will be received for **"ROOF REPAIRS SULLIVAN CITY" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and three (3) copies of bid are required with bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the enveloped and/or package, **"RFB No. 2010-024-05-18 ROOF REPAIRS SULLIVAN CITY" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m. Tuesday, May 18, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO "RFB 2010-024-05-18 ROOF REPAIRS SULLIVAN CITY FOR HIDALGO COUNTY HEAD START PROGRAM".

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

3. Hidalgo County Head Start Program reserves the right to: **A)** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C)** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise..
5. For work to be performed at an Hidalgo County Head Start Program owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.
12. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out beyond the current fiscal year.
14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- . No deliveries accepted after 4:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted.
- . If you need additional information call the office listed below:
Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation-"**HIDALGO COUNTY HEAD START PROGRAM ROOF REPAIR SERVICES SULLIVAN CITY**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events
Bid Opening, 2:00 P.M. May 18, 2010
Project Award of Contract or Issuance of Purchase Order _____
Project Commence Work or Deliver Products _____

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

- . If the contract proposed is for the construction of public works or is for a contract for goods & services \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR Part 76.
- . Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the Hidalgo County Head Start Program for the full amount of the contract, if that contract exceeds \$50,000.
- . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program of satisfactory evidence that all subcontractors and material men have been paid.
- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253
- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the Hidalgo County Head Start Program.
- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program (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 Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of

facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County Head Start Program for the sale or purchase of property, goods, or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Head Start Program office located at 1901 W. State Hwy 107 McAllen, TX 7804 – Head Start Program

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customer 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 Hidalgo County Head Start Program.
22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
 - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract 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 Hidalgo County Head Start Program with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - (A) Meet schedules;
 - (B) Pay any required fees or taxes; or
 - (C) Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises

from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. Seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, section 15.01, et. Seq.
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 Head Start Program, Texas.
31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

**Bid
for
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - SULLIVAN CITY HEAD START"
April 27, 2010**

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

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

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

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

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS SULLIVAN CITY"

EXHIBIT "A"

SPECIFICATIONS

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR ROOF REPAIR SULLIVAN CITY:

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

Project Overview:

It is the intention of the Hidalgo County Head Start Program to receive BIDS from interested individuals for the purposes of Repair for the centers referenced within.

Contents:

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

SPECIFICATIONS – GENERAL: All replacement materials must be at minimum, equal to or better than the existing materials

I. **Scope of Services Roof Repairs:** Scope of Repairs include, but may not be limited to the following:

- Remove existing aluminum roof panels
- Remove existing roofing felt
- Remove defective existing valley flashing
- Remove defective / rotten roof plywood
- Remove defective edge flashing
- Remove defective valley flashing
- Remove defective pipe flashing
- Replace defective / rotten roof plywood
- Replace edge flashing
- Replace defective valley flashing
- Replace defective pipe flashing
- Install new 30 weight roofing felt
- Install new 20 year composition shingles
- Remove debris daily from premises
- Must meet Davis Bacon Act requirements
- Building located at: 379 E. Exp. 83, Sullivan City, TX

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department. The following information must be listed on the submitted invoice.

- 1) Center Location
- 2) Date
- 3) Description of service being performed
- 4) Purchase Order
- 5) Confirmation Signature from Field Operations Director

ACCESS TO CENTER:

Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of service, schedule of normal operating hours, points of access, and other information necessary to insure optimum convenience to all concerned.

LETTERS OF RECOMMENDATION:

Bidder must submit three letters of recommendation (example: schools, cafeterias, day cares, or other government entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

INSPECTION AND ACCEPTANCE:

The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM:

The initial term of these contracts will be from date awarded and upon completion. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to contractors.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services, hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

- a) The vendor awarded the contract shall present evidence, that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.
- b) Interested vendors must have the capabilities to address two or more jobs at one time.

NEW SITES:

The contracts will not automatically entitle vendors to any rights for any new buildings which may be acquired during the contract term.

AWARD:

Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

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

**“ROOF REPAIRS –
SULLIVAN CITY HEAD START”**

EXHIBIT B

BID PAGE

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

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:
Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday, May 18, 2010.

COST:

SULLIVAN CITY CENTER

Roof Repair Cost: \$_____

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

BIDDER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS SULLIVAN CITY"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT “C”

Insurance Requirements Professional Services

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

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

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

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for _____, **Company/Vendor**
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____.

(*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

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

Authorized Representative

Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

- 1) Licenses: _____
- 2) Bonds: _____
- 3) Certificates: _____

- 4) Permits: _____
- 5) Other: _____

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS SULLIVAN CITY"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY	
Date Received	

1	Name of person doing business with local governmental entity.
---	---

2	<input type="checkbox"/> Check this box if you are filling an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
---	--

3	Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center;">_____</div> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>
---	--

4	_____		_____
	Signature of person doing business with the governmental entity		Date

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business 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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C. Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk’s Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTREST, AND ANTI-LOBBYING FOR "ROOF REPAIRS SULLIVAN CITY"
--

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

- (4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: _____

Subscribed and sworn to before me this _____ day of _____, 2010.

Notary Public

My Commission expires: _____, 2010

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

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

If yes, by whom?: · State General Services Commission · Other

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid 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): · State General Services Commission · other

Address: _____ City: _____ State: _____ Zip: _____ Contact
Person: _____ Title: _____ Phone No.: () _____ Subcontract Amount:
\$ _____ Description of Work to be Performed: _____
HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip: _____ Contact
Person: _____ Title: _____ Phone No.: () _____ Subcontract Amount:
\$ _____ Description of Work to be Performed: _____
HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____ Subcontract
Amount: \$ _____ Description of Work to be Performed: _____

**Certification For
Primary Covered Transactions**

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief,
that it
and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

**HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET**

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **MAY 18, 2010**

BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"ROOF REPAIRS – SULLIVAN CITY HEAD START"**

BID NUMBER 2010-024-05-18

BID # RFB#	NAME OF COMPANY		CONTRACTOR'S PRICE	
#1				
#2				
#3				
#4				
#5				
#6				

#7				
#8				

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-10-001-XX-XX**

THIS CONTRACT is made and entered into this 25TH day of May, 2010 by and between **HIDALGO COUNTY HEAD START PROGRAM**, (the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _____ (the "Company").

WHEREAS, Company responded to requests for sealed bids for **Roof Repairs** for SULLIVAN CITY Head Start Center (the "Services");

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

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

WHEREAS, Program requires that vendors comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

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

1. Program and Company hereby agrees that this Contract is entered into in order to provide the Services as described herein. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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

3. **Term.** This Contract shall be for a period beginning _____ and ending upon the completion of project and may be extended at the sole discretion of Program for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

6. As consideration for rendering the Service provided for in this Contract, the Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

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

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

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

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

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

14. **Wages.** Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the

addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Program: Hidalgo County Head Start Program
Attn: Teresa Flores
1901 W. Hwy 107
McAllen, Texas 78504

If to Company: _____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

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

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

20. **Termination.** 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 without cause by Program with thirty day's written notice prior to cancellation.

21. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work is Free of defect for a period of one year from the date of completion of the work performed under this contract

WITNESS our hands in duplicate originals this _____, 2010
APPROVED BY COMMISSIONERS COURT ON: _____, 2010

Company:

By: _____
(Company Name)

By: _____
(Print Name)

By: _____
(Title)

By: _____
Rene Ramirez, County Judge

By: _____
Teresa Flores, Executive Director

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

**EXHIBIT “B”
BID PAGE**

BID PAGE
REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - SULLIVAN CITY HEAD START"
April 27, 2010

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

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

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

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

Respectfully submitted,

Respondent: Del Sol Homes
Address: 1423 E Thompson Edinburg, TX 78542

By: Maria De la Fuente
Printed Name: Maria De la Fuente
Title: OWNER

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

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

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

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday, May 18, 2010.

COST: NINE thousand two hundred seventeen dollars and $\frac{77}{100}$

SULLIVAN CITY CENTER

Roof Repair Cost: \$ 9,217.77

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

BIDDER'S NAME: Del Sol Homes

ADDRESS: 1422 E. Thompson

CITY/STATE/ZIP CODE: Edinburg, TX 78542

PHONE NUMBER: (956) 272-3112 FAX NUMBER: _____

AUTHORIZED SIGNATURE: [Signature]

TITLE: owner

DATE: 05/17/2010

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

**EXHIBIT “C”
INSURANCE REQUIREMENTS**

MARBURGER-HOLT INC
PO BOX 1198
EDINBURG, TX 78540

PROGRESSIVE

MARIA E DELA FUENTE
DEL SOL HOME CONSTRUCTION
1422 E. THOMPSON
EDINBURG, TX 78542

Policy number: 04452508-0

Underwritten by:
Progressive County Mutual Ins Co
Insured: MARIA E DELA FUENTE
November 26, 2009
Policy Period: Nov 25, 2009 - Nov 25, 2010

Mailing Address

Progressive County Mutual Ins Co
PO Box 94739
Cleveland, OH 44101

Additional insured endorsement

800-444-4487

For customer service, 24 hours a day,
7 days a week

Name of Person or Organization

HIDAGO CTY HEADSTA
1901 W HWY 107
MCALLEN, TX 78504

The person or organization named above is an insured with respect to such liability coverage as is afforded by the policy, but this insurance applies to said insured only as a person liable for the conduct of another insured and then only to the extent of that liability. We also agree with you that insurance provided by this endorsement will be primary for any power unit specifically described on the **Declarations Page**.

Limit of Liability

Bodily Injury	\$500,000 combined single limit accident
Property Damage	Not applicable
Combined Liability	Not applicable

All other terms, limits and provisions of this policy remain unchanged.

This endorsement applies to Policy Number: 04452508-0

Issued to (Name of Insured): MARIA E DELA FUENTE
DEL SOL HOME CONSTRUCTION

Effective date of endorsement: 11/25/2009 Policy expiration date: 11/25/2010

Form 1198 (01/04)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2010

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

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

PRODUCER Myron F. Steves & Company 6800 Park Ten Blvd., Suite 160-S San Antonio, TX 78213	CONTRACT NO. POLICY NO. (S)	FAX NO. (S)
INSURED Maria De La Fuente dba Del Sol Homes 1422 E. Thompson Edinburg, TX 78538	INSURER A Metrol East Insurance Company	POLICY NO. (S) POLICY NO. (S) POLICY NO. (S) POLICY NO. (S) POLICY NO. (S)

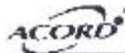
CERTIFICATE NUMBER: _____ REVISION NUMBER: _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED OR OTHERWISE REFERRED TO IN THE INSURED NAMED ABOVE FOR THE POLICY PERIOD HEREIN ARE NOTWITHSTANDING ANY ENDORSEMENTS, TERMS OR CONDITIONS OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PERIOD	TYPE OF INSURANCE	AGG. LMT	STAK. WVD	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMIT
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LMT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC.	N	N	30W0678	11/20/2009	11/20/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (2009/2010) \$ 50,000 MED PAY (ANYONE) \$ 1,000 PERSONAL AND FAMILY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND \$ 1,000,000 COMBINED SINGLE LMT (A) (B) (C) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIA <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIA <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY MAY REQUIRE SEPARATE POLICY, THIS LINE DERIVED FROM ENR-1622 (PRODUCER'S LTR) TYPE OF POLICY AND DESCRIPTION OF WORK (IF APPLICABLE)	Y/N	NA				WC STATUTORY LMT'S OT4 ER EL EACH ACCIDENT \$ EL MESSAGE - EMPLOYEE \$ EL MESSAGE - POLICY LMT \$ \$ \$

DESCRIPTION OF OPERATIONS (LOCATIONS, VEHICLES) (CHECK ACCORD 121, Appendix Remarks Schedule, if more space is req. (100))
 EFF: 5-20-10

CERTIFICATE HOLDER Hidalgo County Headstart - 901 W. Hwy 107 McAllen, TX 78504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Fred Steves
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2010

PRODUCER XPRESS INSURANCE AGENCY 3608 Buddy Owens Blvd Ste C McAllen, TX 78504 (956) 686-2400		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		NAIC#	
INSURER A:			
INSURER B:			
INSURER C: MCGLELAND AND HINE			
INSURER D: TEXAS MUTUAL INSURANCE			
INSURER E:			

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

TYPE	COV. LTY.	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
C		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>	DM55474	04/20/10	04/20/11	EACH OCCURRENCE
		COMM. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-EST <input type="checkbox"/> LOC				\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
D		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	TX 504751	12/09/09	12/09/10	COMBINED SINGLE LIMIT (\$5,000,000)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER/COMPARTNER/EXECUTIVE OFFICERS/BOARD MEMBER (WORKERS COMP. EXCLUDED) (IF THE OWNER UNDER SPECIAL PROVISIONS SHOW OTHER)				EACH OCCURRENCE AGGREGATE \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
		OTHER				\$ 1,000,000 \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER HIDALGO COUNTY HEADSTART PROGRAM 1901 W. STATE HIGHWAY 107 MCALLEN, TX 78501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE CANCELLATION DATE (NUMBER OF DAYS) THE BELOW NUMBER WILL BE ADDED TO THE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER ISSUED TO THE (L-1), BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, ITS AGENTS OR REPRESENTATIVES.
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DEBARMENT FORM

**Certification For
Primary Covered Transactions**

1. The Del Sol Home (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Del Sol Home (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Maria De la Fuente

Print Name: MARIA De la Fuente

Title: owner

Telephone No: (956) 272-3112 Date: 05/17/2010

CONFLICT OF INTEREST FORM

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
<p>For vendor or other person doing business with local governmental entity</p> <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.</p>		<p align="center">OFFICE USE ONLY</p> <p>Date Received</p>
1	<p>Name of person doing business with local governmental entity.</p> <p align="center"><u>Maria De la Fuente</u></p>	
2	<p><input type="checkbox"/> Check this box if you are filling an update to a previously filed questionnaire.</p> <p align="center"><small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small></p>	
3	<p>Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____ Name of Officer</p> <p>This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?</p> <p align="center"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
4	<p align="center"><u>Maria De la Fuente</u> Signature of person doing business with the governmental entity</p> <p align="right"><u>05/17/2010</u> Date</p>	

W-9 FORM

Form **W-9**

Massachusetts Substitute W-9 Form
Rev. April 2009

Request for Taxpayer
Identification Number and Certification

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

Please print or type

Name (Last, first name, if joint name, list first S under the name of the person whose TIN you enter in Part I (see Specific Instruction on page 2))

Maria De la Fuente

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

Del Sol Homes

Check the appropriate box: Individual/sole proprietor Corporation Partnership Other

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

422 E. Thompson

Rm./P.O. Address: if different from legal address number, street, apt. or suite no.

City, state and ZIP code

Edinburg, TX 78542

City, state and ZIP code

Phone # () 956 292-3112

Fax # ()

Email address:

Part I Taxpayer Identification Number (TIN)

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

Social security number

□□-□□-□□□□

OR

Employer identification number

□□-□□□□□□

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

□□□□□□□□

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue 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
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts state employee: (check one) No Yes If yes, in compliance with the State Ethics Commission regulations.

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

Sign Here

Authorized Signature

Maria De la Fuente

Date

05/17/2010

Purpose of Form

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

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

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

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

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

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

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

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

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (or reportable interest and dividend accounts opened after 1980 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

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

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

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

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

BIDDER/VENDOR APPLICATION

HIDALGO COUNTY Respondent/Vendor Application

VENDOR NO.: _____

ENTRY DATE: 05/17/2010

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

Company Name <u>Del Sol Homes</u>		Telephone No. (956) <u>293-3112</u>
Mailing Address <u>1422 E Thompson</u> Fax No. ()		
City, State, Zip <u>Edinburg, TX 78542</u>		Tax I.D. No.
E-Mail Address: <u>dcconstruction@yahoo.com</u>	Website Address:	
Representative(s) Name(s) & Title(s) <u>Maria De la Fuente / owner</u> <u>Jose De la Fuente / supervisor</u>		
Type of Organization (check one): <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other, Specify Federal Identification No. or (if individual) SS No. <u>EIN # 27-1470239</u>		
State of Incorporation: _____ 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 type="checkbox"/> Other, Specify <u>Contractor</u>		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Maria De la Fuente / owner</u> <u>Jose De la Fuente / supervisor</u>		
Small and/or Disadvantaged Business Information (check application criteria) Small Business: <input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input checked="" type="checkbox"/> Less than 250,000 annual gross receipt <input checked="" type="checkbox"/> Hispanic American <input checked="" type="checkbox"/> Women <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other <input type="checkbox"/> More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
What type of product(s) is/are solicited by your company?: <u>Construction</u> Would you like to be provided with requirements for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No		