



# Hidalgo County Head Start Program Policy Council Agenda

**DATE:** March 23, 2011

**SUBJECT:** Discussion/Approval to Advertise and Approval of Draft Specifications for the Following:  
(1) Air Conditioning Maintenance & Repair  
(2) Plumbing Repair  
(3) Lawn Care

**RATIONALE/NEED:** Administration needs to obtain new contracts to continue services to the Head Start facilities.

**RECOMMENDATION:** Administration Recommends Approval

**COST:** Yearly Estimate Cost:  
(1)\$25,000 - Air Conditioning Maintenance & Repair  
(2)\$25,000 - Plumbing Repair  
(3)\$25,000 - Lawn Care

**RELATED INFORMATION INCLUDED:** Memo/Specifications

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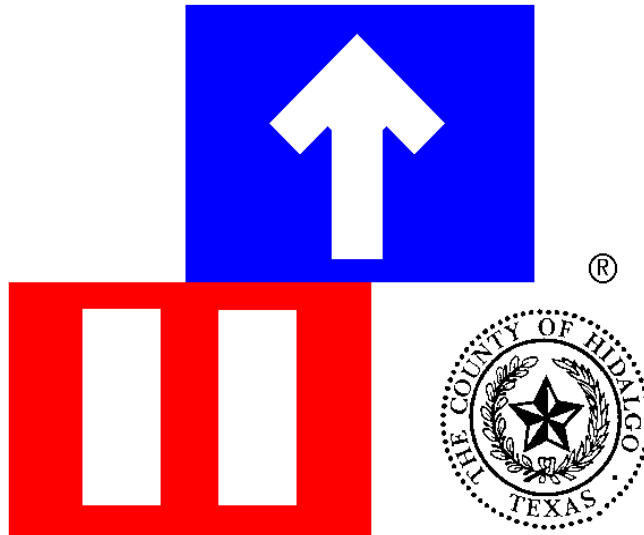
**INITIATED BY:** Ambrosio Tovar, Procurement Director *A. Tovar*

**REVIEWED BY:** Mr. Edmundo Garcia, Assistant Director *E. Garcia*

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

# **Air Conditioning**

Bid No: 2011-004-04-29 Air Conditioning Maintenance and Repair	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149
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**REQUEST FOR BIDS**

**Hidalgo County Head Start Program  
McAllen, Texas**

**AIR CONDITIONING MAINTENANCE & REPAIR BID #2011-004-04-29  
FOR  
HIDALGO COUNTY HEAD START PROGRAM**

**March 29, 2011**

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  
"AIR CONDITIONING MAINTENANCE & REPAIR BID #2011-004-04-29  
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 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 3 pages.
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 D, consisting of 1 page.
8. Bid Page consisting of 1 Page
9. Bidder/Vendor Application, consisting of 1 page.
10. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
11. Certification Regarding Debarment, Suspension consisting of 1 page.
12. Bid Tabulation Sheet consisting of 1 page.
13. Draft Contract consisting of 6 pages.
14. W-9 Form (Request for Taxpayer ID) consisting of 1 page.

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.

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Ambrosio Tovar, Procurement Director

March 29, 2011

March 29, 2011

Re: **HIDALGO COUNTY HEAD START PROGRAM**

**Request for Bids - "AIR CONDITIONING MAINTENANCE & REPAIR"  
FOR HIDALGO COUNTY HEAD START PROGRAM**

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

1. Sealed bids will be received for **“AIR CONDITIONING MAINTENANCE & REPAIR” FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.
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, **"BID- AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on FRIDAY APRIL 29, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 BID.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered he best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for miss-sent or misplaced bids.
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.

One or more vendors may be designated as approved A Primary and/or A Secondary vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and coast of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

Failure to the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase n the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.
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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.
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 Purchases orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for nay orders placed/delivered without a valid, signed purchase order.
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. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:
  - . Materials and supplies must be shipped within 72 hours from arrival of purchase order.
  - . Deliveries shall be accepted between 8:00 AM and 4:30 PM, Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
  - . At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. **BILLING AND PAYMENT INSTRUCTIONS:**

All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.

Invoices must include:

- a) Name and address of successful bidder
- b) Name and address of receiving department or official (signed delivery tickets)
- c) Purchase Order Number (if any)
- d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.

The following documentation must be included:

- a) Certificate of Origin (signed title, if used vehicle purchase)
- b) Application for Texas Certificate Of Title (Form 130-U)
- c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

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. April 29, 2011  
 Project Award of Contract or Issuance of Purchase Order \_\_\_\_\_  
 Project Commence Work or Deliver Products \_\_\_\_\_

18. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the 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.

19. 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 (At the County) to disclose in the Conflict of Interest Questionnaire (the ACIQ) attached as Exhibit D, the vendor, person, consultant or contractors 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.**

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. Vendor must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.

**"AIR CONDITIONING MAINTENANCE & REPAIR BID #2011-004-04-29  
FOR HIDALGO COUNTY HEAD START PROGRAM**

March 29, 2011

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

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County 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.

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

Respectfully submitted,

Bidder: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

HIDALGO COUNTY HEAD START PROGRAM  
REQUEST FOR BIDS

"AIR CONDITIONING  
MAINTENANCE & REPAIR"

EXHIBIT "A"

SPECIFICATIONS

# EXHIBIT "A"

## HIDALGO COUNTY HEAD START PROGRAM

### SPECIFICATIONS FOR AIR CONDITIONING MAINTENANCE & REPAIR

**BID #2011-004-04-29**

#### **OBJECTIVE:**

The objective of this contract is to provide full service for all **"AIR CONDITIONING MAINTENANCE & REPAIR"** for Hidalgo County Head Start Program at the facilities listed herein and to include emergency service call to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's standards. Contractor understands and agrees that this is a **"LABOR AND COST OVER PARTS"** contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

#### **SITE VISIT:**

Bidders must examine air conditioning systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of serviced required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

#### **SPECIFICATIONS – GENERAL:**

The following specifications apply to this contract:

Any job orders which are estimated to exceed \$1,000.00 must be approved by the Field Operations Director prior to being performed.

#### **BILLING SPECIFICATIONS:**

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

1. **Center Location**
2. **Date**
3. **Description of Repair(s) being performed**
4. **Labors Price**
5. **Serial Number of unit which was worked on**
6. **Parts – Price**
7. **Parts Mark-up Price**
8. **Purchase Order**
9. **Confirmation Signature form Center Director**

**LETTERS OF RECOMMENDATION:**

Must submit three Letter's of Recommendation (example: schools, cafeterias, day cares, or other Governmental Entities) on services provided to any of the Entities mentioned above. Letters must be included in bid package. (Original letters only)(No copies will be accepted).

**EQUIPMENT:**

Attached is a list of Centers locations where the equipment will be serviced under this contract.

**SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS**

- ❖ The following work is required on an as needed basis:
  - Cleaning all components, removing dust, old lubricants or contaminants to allow equipment to function as designed.
  - Overhaul equipment and devices not in proper working order.
  - Replace equipment, devices, system, compressors, or components not in proper working order.
  - Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.
  - Will require repairs on central air conditioners units with heating systems.
- ❖ Parts requiring replacement shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- ❖ Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Coordinator or designated department head. (Upon Request)

Please list which certificates rating your company currently holds for Air Conditioning and/or Refrigeration: **PLEASE PROVIDE COPY OF LICENSE.**

- 1) Master
- 2) Journeymen
- 3) Apprentice

CERTIFICATE:      A      0- Unlimited occurred Tons

                          Yes \_\_\_\_\_                      No \_\_\_\_\_

CERTIFICATE:      B      0-25 Tons

                          Yes \_\_\_\_\_                      No \_\_\_\_\_

## **EMERGENCY CALLS**

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

- (a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
- (b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
- (c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This additional number is not to be used unless there has been no response to emergency calls within (2) hours.
- (d) Emergency service requests may only be made by the Field Operations Coordinator or designated representatives; a copy of such listing shall be provided to vendor.

## **ACCESS TO BUILDINGS:**

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

- (a) The facilities are located at:

**SEE ATTACHED LISTS OF HIDALGO COUNTY START PROGRAM CENTER LOCATIONS**

- (b) All keys given to Contractor must be returned within forty-eight hours (48).

## **GRACE PERIOD OPTION:**

Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

## **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 for one (1) year from date of award. 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 repairs (jobs) at one time.

**NEW SITES:** The contracts will not automatically entitle vendors to any installation 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.

**INSURANCE:** Comprehensive General Liability - Coverage shall be written on an occurrence basis. Hidalgo County Head Start Program to be additional insured on General and Pollution Liability. Coverage shall provide against the following risks:

- a. Board Form Property Damage
- b. Independent Contractors
- c. XCU Hazards (explosion, collapse, and underground damage)
- d. Contractual Liability (arising from indemnity agreement in contract)
- e. Completed Operations
- f. Premises & Operations
- g. Pollution - \$ 500,000 Per Occurrence  
\$1,000,000 Aggregate

Comprehensive General Liability coverage shall be combined single limit for bodily injury and property damage and shall be written for the following limits:

- \$500, 000 - General Aggregate Limit
- \$500, 000 - Products - Completed Operations Aggregate Limit
- \$500, 000 - Personal and Advertising Injury Limit
- \$500, 000 - Each Occurrence Limit
- \$500, 000 - Fire Damage Limit
- \$ 5, 000 - Medical Expense Limit (Any one person)

Commercial catastrophe (Umbrella) Liability shall be written for the following limits:

- \$500,000 - Each occurrence for Bodily Injury and Property Damage
- \$500,000 - Annual Aggregate

OCP - Owner's and Contractor's Protective Liability shall be written for the following limits:

- \$500,000 - Each occurrence for Bodily Injury and Property Damage
- \$500,000 - Annual Aggregate

Comprehensive Automobile Liability shall be written for all owned vehicle, non-ownership liability and hired vehicle and shall be written for the following limits:

- \$500,000 - Each occurrence for Bodily Injury and Property Damage

Worker's Compensation - Texas Statutory Limit

HIDALGO COUNTY HEAD START PROGRAM  
REQUEST FOR BIDS

"AIR CONDITIONING  
MAINTENANCE & REPAIR"

EXHIBIT "B"

CENTER DIRECTORY

**Exhibit "B"**  
**CENTER ROSTER**

<p><b>Alamo H/S Center</b> CM: Enedelia Fricks 303 South 7<sup>th</sup> Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573</p>	<p><b>Edinburg III H/S Center</b> CM: Maria Salinas 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370</p>	<p><b>Las Milpas II H/S Center</b> CM: Noe Hernandez 901 E. Thomas Pharr, TX 78577 Tel: 787-6525 Fax: 787-6431</p>	<p><b>Mission I H/S Center</b> CM: Zoraida Garcia 115 Mayberry Mission, TX 78572 Tel: 581-2031 Fax: 585-7802</p>	<p><b>Pharr H/S Center</b> CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116 Fax: 787-4750</p>	<p><b>Weslaco III H/S Center</b> CM: Jesse Vela 1317 W. Exp. 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668</p>
<p><b>Alton H/S Center</b> CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016</p>	<p><b>Edinburg IV H/S Center</b> CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432</p>	<p><b>McAllen II H/S Center</b> CM: Martha DeLeon 1001 S. 16<sup>th</sup> McAllen, TX 78501 Tel 631-4240 Fax: 682-5709</p>	<p><b>Mission II H/S Center</b> CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218</p>	<p><b>Progreso H/S Center</b> CM: Mario Rendon 109 W. Palm Progreso, TX78579 Tel: 565-0107 Fax: 514-0317</p>	<p><b>Western RD H/S Center</b> CM: Petra Martinez Corner of 2221 &amp; Western Rd Mission, TX 78572 Tel: 583-9700 Fax: 581-8155</p>
<p><b>Donna I H/S Center</b> CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax:464-5373</p>	<p><b>Edinburg V H/S Center</b> CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760</p>	<p><b>McAllen IV H/S Center</b> CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797 Fax: 618-1256</p>	<p><b>Mission III H/S Center</b> CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252</p>	<p><b>San Carlos H/S Center</b> CM: Irma Gonzalez 134 Norh 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307</p>	<p><b>Administration Office</b> 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588</p>
<p><b>Donna II H/S Center</b> CM: Eduarda Perez 1715 Miller Avenue Donna, TX 78537 Tel: 464-2561 Fax: 461-3830</p>	<p><b>Elsa H/S Center</b> CM: Alicia Becerra 700 Northwest Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644</p>	<p><b>McAllen V H/S Center</b> CM: Leonor Ruiz 1200 North 25<sup>th</sup> St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292</p>	<p><b>Mission IV H/S Center</b> CM: Diana Anzaldua 301 South Inspiration Mission, TX 78574 Tel: 581-6409 Fax: 581-1835</p>	<p><b>San Juan I H/S Center</b> CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265</p>	<p><b>Edcouch Kitchen</b> HC: Bertha Garcia W. Hwy 107 &amp; Mile 4 North Edcouch, TX 78538 Tel: 262-2552 Fax: 262-5284</p>
<p><b>Donna IV H/S Center</b> CM: Eduarda Perez 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245</p>	<p><b>Hidalgo H/S Center</b> CM: Delia Martinez 607 South 5<sup>th</sup> St. Hidalgo, TX 78557 Tel: 843-8361 Fax: 843-6739</p>	<p><b>McAllen VI H/S Center</b> CM: Leticia Rodriguez 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166 Fax: 683-1966</p>	<p><b>Monte Alto H/S Center</b> CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229</p>	<p><b>San Juan II H/S Center</b> CM: Norma Donava 601 Earling Rd. San Juan, TX 78589 Tel: 782-1056 Fax: 781-9022</p>	<p><b>Palmview Kitchen</b> HC: Susana Garcia 1208 Paula Dr. Mission, TX 78572 Tel: 581-7415 Fax: 581-0020</p>
<p><b>Edcouch H/S Center</b> CM: Alejandra Perez W. Hwy. 107 &amp; Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527</p>	<p><b>La Herencia H/S Center</b> CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917</p>	<p><b>Vine Terrace H/S Center</b> CM: Ludivina Almaguer 2220 (B) North 27<sup>th</sup> St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707</p>	<p><b>Palmview I H/S Center</b> CM: Cynthia Gonzalez ¼ Mile N 495 on FM 2062 Palmview, TX 78572 Tel: 580-1394 Fax: 519-7373</p>	<p><b>Sullivan City H/S Center</b> CM: Mirta Trigo 379 E. Expressway 83 Sullivan City, TX 78595 Tel: 485-2996 Fax" 485-9597</p>	<p><b>UTPA H/S Center</b> CM: Maria D. Gutierrez 1201 W. University Dr. Col. of Ed. Rm 1.410 &amp; 1.408 Edinburg, TX 78539 Tel: 381-2465 Fax: 381-2466</p>
<p><b>Edinburg I H/S Center</b> CM: Maria Salinas 225 South 25<sup>th</sup> St Edinburg, TX 78539 Tel: 383-3922 Fax: 383-0823</p>	<p><b>La Joya H/S Center</b> CM: Marissa Guerra 105 E. 5th &amp; Leo Avenue La Joya, TX 78560 Tel: 581-2022 Fax: 584-7298</p>	<p><b>Mercedes I H/S Center</b> CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163</p>	<p><b>Palmview II H/S Center</b> CM: Beatriz Niño 618 Breyfogle Rd. Mission, TX 78572 Tel: 83-4435 Fax: 584-3178</p>	<p><b>Weslaco I H/S Center</b> CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116</p>	
<p><b>Edinburg II H/S Center</b> CM: Dalia Gutierrez 1200 North 1<sup>st</sup> Street Edinburg, TX 78539 Tel: 380-1088 Fax: 287-9321</p>	<p><b>Las Milpas I H/S Center</b> CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723 Fax: 781-2696</p>	<p><b>Mercedes II H/S Center</b> CM: Olga Rubio 2601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247</p>	<p><b>Palmview III H/S Center</b> CM: Ana Cedillo 2401 Moorfield Rd. Rear Mission, TX 78572 Tel: 584-3860 Fas: 584-3857</p>	<p><b>Weslaco II H/S Center</b> CM: Natalia Salas 9 Mile W. 5 Mile N. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789</p>	

HIDALGO COUNTY HEAD START PROGRAM  
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE  
& REPAIR"

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

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THIS FORM MUST ACCOMPANY BID PACKET

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## 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

"AIR CONDITIONING MAINTENANCE  
& REPAIR"

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 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

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

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

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

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

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

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

Yes     No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

Yes     No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  Yes     No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

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

\_\_\_\_\_  
Date

**PROPOSER'S AFFIDAVIT**

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTREST, AND ANTI-LOBBYING  
FOR "AIR CONDITIONING MAINTENANCE & REPAIR"**

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 given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

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

\_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

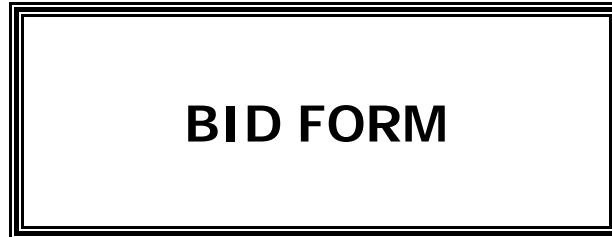
My Commission expires: \_\_\_\_\_, 2011

# **REQUEST FOR BIDS**

**“AIR CONDITIONING MAINTENANCE & REPAIR”**

**PROJECT REQUIREMENT  
ACKNOWLEDGEMENT**

Hidalgo County Head Start Program  
Procurement Department  
AIR CONDITIONING MAINTENANCE & REPAIR  
BID #2011-004-04-29



Hidalgo County Head Start Program  
1901 West State Highway 107  
McAllen, TX 78504  
Attn: Ambrosio Tovar, Procurement

**PRICE:** No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

**AIR CONDITIONING REPAIR & MAINTENANCE:** \_\_\_\_\_ per hour.

**Parts Mark Up:** \_\_\_\_\_ %

BIDDER/COMPANY NAME: \_\_\_\_\_.

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

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

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_.

CELLULAR/PAGER NUMBERS: \_\_\_\_\_.

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

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

PRINTED NAME: \_\_\_\_\_



**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**  
**Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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

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

BID OPENING DATE: **Friday April 29, 2011**

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

DESCRIPTION OF BID: **"Air Conditioning Maintenance & Repair" For  
Hidalgo County Head Start Program**

BID NUMBER: **2011-004-04-29**

BID # RFB#	NAME OF COMPANY	COMPANY REPRESENTATIVE	CONTRACTOR'S PRICE PER HR.
#1			
#2			
#3			
#4			
#5			
#6			
#7			
#8			



WHEREAS, the Provider will service and repair on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

- A. 1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.
- 2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.
- 3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas, 78540**

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner

provided for payments utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director  
Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas 78540-0117

OR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Provider agrees to provide professional liability, premises liability and auto liability insurance (if providing transportation to the Head Start children) covering his and his employee's activities in the services for the Program in an amount not

less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold the Program and the County of Hidalgo, its employee's, officers and agent harmless from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

D. This Agreement shall be construed under and in accordance with the

laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

- E. 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.
- F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31<sup>st</sup>, 2012) of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.
- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.
- I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY HEAD  
START PROGRAM

BY: \_\_\_\_\_  
(Provider's Name)

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Title)

ATTEST:

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

APPROVED AS TO FORM:  
OXFORD & GONZALEZ

By: \_\_\_\_\_  
Ricardo Gonzalez

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

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

**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. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of U.S. person ▶	Date ▶
----------------------------	--------

**Purpose of Form**

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

EXHIBIT A  
SPECIFICATIONS

EXHIBIT B  
FEE SCHEDULE



**HIDALGO COUNTY HEAD START PROGRAM  
PROCUREMENT DEPARTMENT  
PARTICIPATING BIDDER'S LOG  
SPECIFICATIONS/BID PACKETS**

**IFB-RFB-RFQ-RFI**

**HIDALGO COUNTY HEAD START PROGRAM  
PROCUREMENT DEPARTMENT  
PARTICIPATING BIDDER'S LOG  
SPECIFICATIONS/BID PACKETS**

**IFB-RFB-RFQ-RFI**

**BID OPENING DATE:** Friday April 29, 2011 **BID OPENING TIME:** 2:00 P.M.

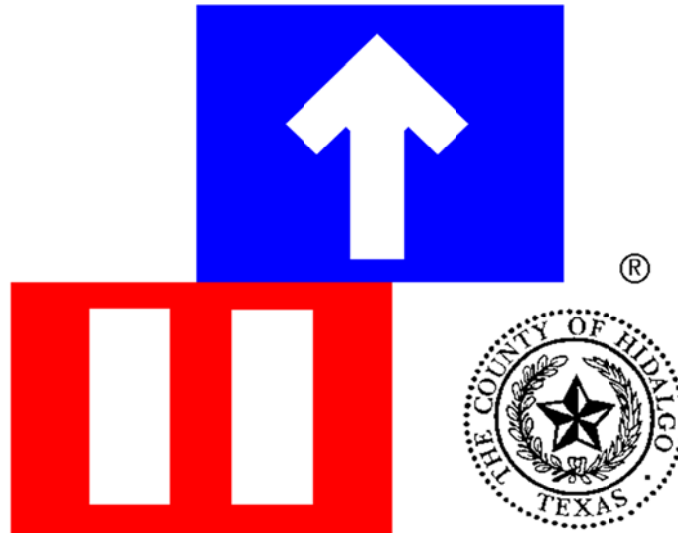
**DEPARTMENT/BID DESCRIPTION:** "Air Conditioning Maintenance & Repair" BID #2011-004-04-29

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

**\*VIA:**  
**IN PERSON (IP)**  
**TELEPHONE REQUEST (TR)**  
**BIDDER LIST MAIL OUT (BLM)**

# **Plumbing Repair**

Bid No. 2011-006-04-29 Plumbing Repair	Procurement Director: Ambrosio Tovar	Tel No. 956-380-4149
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**REQUEST FOR BIDS**

**Hidalgo County Head Start Program  
McAllen, Texas**

**PLUMBING REPAIR BID #2011-006-04-29  
FOR  
HIDALGO COUNTY HEAD START PROGRAM**

**March 29, 2011**

Contact Person:

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

## REQUEST FOR BID (RFB) CHECKLIST

### HIDALGO COUNTY HEAD START PROGRAM "PLUMBING REPAIR BID #2011-006-04-29 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/BID PAGE, Exhibit A, consisting of 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 1 pages.
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 4 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.

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Ambrosio Tovar, Procurement Director

March 29, 2011

March 29, 2011

Re: **HIDALGO COUNTY HEAD START PROGRAM**

**Request for Bids - "PLUMBING REPAIR"  
FOR HIDALGO COUNTY HEAD START PROGRAM**

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

1. Sealed bids will be received for **"PLUMBING REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.
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, **"BID- PLUMBING REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on Friday, April 29, 2011**. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 BID.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for miss-sent or misplaced bids.
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.

One or more vendors may be designated as approved A "Primary" and/or A "Secondary" vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

Failure to the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase in the open market any commodity reported by a vendor to be on

back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.
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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.
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 Purchase orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for any orders placed/delivered without a valid, signed purchase order.
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. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- . Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- . Deliveries shall be accepted between 8:00 AM and 4:30 PM Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

- . At least seventy two (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:

All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.

Invoices must include:

- a) Name and address of successful bidder
- b) Name and address of receiving department or official (signed delivery tickets)
- c) Purchase Order Number (if any)
- d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.

The following documentation must be included:

- a) Certificate of Origin (signed title, if used vehicle purchase)
- b) Application for Texas Certificate Of Title (Form 130-U)
- c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

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. April 29, 2011  
Project Award of Contract or Issuance of Purchase Order \_\_\_\_\_  
Project Commence Work or Deliver Products \_\_\_\_\_

18. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the 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.

19. 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 100 N. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse.

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

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. Vendor must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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  
"PLUMBING REPAIR BID #2011-006-04-29  
FOR HIDALGO COUNTY HEAD START PROGRAM

March 29, 2011

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

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County 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.

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

Respectfully submitted,

Bidder: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

HIDALGO COUNTY HEAD START PROGRAM  
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "A"

SPECIFICATIONS

# EXHIBIT A

## SPECIFICATIONS FOR PLUMBING REPAIR

**BID #2011-006-04-29**

**OBJECTIVE:** The objective of this contract is to provide full service maintenance and repair of all plumbing systems to include emergency service call to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's commercial practice. Contractor understands and agrees that this is a "LABOR AND COST OVER PARTS" contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

**SITE VISIT:** Bidders must examine plumbing systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of service required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

**SPECIFICATIONS – GENERAL:** The following specifications apply to this contract: Any job orders which are estimated to exceed \$1,000.00 must be approved by the Field Operations Director prior to being performed.

**BILLING SPECIFICATIONS:** Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. Center Location
2. Date
3. Description of Repair(s) being performed
4. Labors Price
5. Parts – Price
6. Parts Mark-up Price
7. Purchase Order
8. Confirmation Signature form Center Director

**LETTERS OF RECOMMENDATION:**

Bidders must submit three (3) letters of recommendation (example: schools, cafeterias, day cares, or other governmental entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

**EQUIPMENT:**

The following is a list of Centers locations where the equipment will be serviced under this contract.

**SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS**

**The following work is required on an as needed basis:**

- To install additional (new) gas and water lines, including fixtures, water heaters, etc.
  - Replace – parts (i.e., faucets, fixtures, disposals, pipes) etc. Replacement parts shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
  - Drain Cleaning service
  - Water heater repair (gas or electric)
  - Repair broken Gas & Water Lines
  - Sewer Lines repaired and/or installed
  - Repair of Garbage disposal & dishwasher
- The following may be **required upon request:**
- Leaky Faucets
  - AVP Rooter Service
  - Shower pan repair
  - Back Flow prevention system (Install and/or re-certify)

**EMERGENCY CALLS**

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

- (a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
- (b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
- (c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This

additional number is not to be used unless there has been no response to emergency calls within (2) hours.

- (d) Emergency service requests may only be made by the Field Operations Coordinator or designated representatives; a copy of such listing shall be provided to vendor.

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

- (a) The facilities are located at:

**SEE ATTACHED LISTS OF HIDALGO COUNTY START PROGRAM CENTER LOCATIONS**

- (b) All keys given to Contractor must be returned within forty-eight hours (48).

**GRACE PERIOD OPTION:** Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

**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 for one (1) year from date of award. 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:**

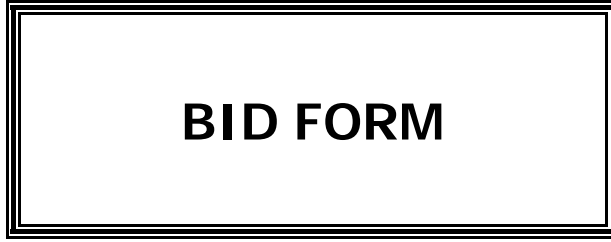
(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, 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 repairs (jobs) at one time.

**NEW SITES:** The contracts will not automatically entitle vendors to any installation 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  
Procurement Department  
PLUMBING REPAIR  
BID #2011-006-04-29



Hidalgo County Head Start Program  
1901 West State Highway 107  
McAllen, TX 78504  
Attn: Ambrosio Tovar, Procurement

**PRICE:** No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

**PLUMBING REPAIR:** \_\_\_\_\_ per hour.

**Parts Mark Up:** \_\_\_\_\_ %

BIDDER/COMPANY NAME: \_\_\_\_\_.

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

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

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_.

CELLULAR/PAGER NUMBERS: \_\_\_\_\_.

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

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

PRINTED NAME: \_\_\_\_\_

HIDALGO COUNTY HEAD START PROGRAM  
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "B"

Exhibit "B"  
Hidalgo County Center Directory

<p><b>Alamo H/S Center</b> CM: Enedelia Fricks 303 South 7<sup>th</sup> Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573</p>	<p><b>Edinburg III H/S Center</b> CM: Maria Salinas 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370</p>	<p><b>Las Milpas II H/S Center</b> CM: Noe Hernandez 901 E. Thomas Pharr, TX 78577 Tel: 787-6525/781-6309 Fax: 787-6431</p>	<p><b>Mission I H/S Center</b> CM: Zoraida Garcia 115 Mayberry Mission, TX 78596 Tel: 581-2031 Fax: 585-7802</p>	<p><b>Pharr H/S Center</b> CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116/283-7827 Fax: 787-4750</p>	<p><b>Weslaco II H/S Center</b> CM: Natalia Salas 3030 N. TEXAS BLVD. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789</p>
<p><b>Alton H/S Center</b> CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016</p>	<p><b>Edinburg IV H/S Center</b> CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432</p>	<p><b>McAllen II H/S Center</b> CM: Martha DeLeon 1001 S. 16<sup>th</sup> McAllen, TX 78501 Tel 631-4240/630-9876 Fax: 682-5709</p>	<p><b>Mission II H/S Center</b> CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218</p>	<p><b>Progreso H/S Center</b> CM: Mario Rendon 1901 W. Palm Ave Progreso, TX 78579 Tel: 565-0107 Fax: 514-0317</p>	<p><b>Weslaco III H/S Center</b> CM: Jesse Vela 1317 W. Expressway 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668</p>
<p><b>Donna I H/S Center</b> CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax: 464-5373</p>	<p><b>Edinburg V H/S Center</b> CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760</p>	<p><b>McAllen IV H/S Center</b> CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797/687-3665 Fax: 618-1256</p>	<p><b>Mission III H/S Center</b> CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252</p>	<p><b>San Carlos H/S Center</b> CM: Irma Gonzalez 134 North 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307</p>	<p><b>Western RD H/S Center</b> CM: Petra Martinez 8245 E. Poinsetta Dr. Mission, TX 78573 Tel: 583-9700 Fax: 581-8155</p>
<p><b>Donna II H/S Center</b> CM: Eduarda Perez 1715 Miller Avenue Donna, TX 78537 Tel: 464-2561 Fax: 461-3830</p>	<p><b>Elsa H/S Center</b> CM: Alicia Becerra 700 Northwest Hidalgo Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644</p>	<p><b>McAllen V H/S Center</b> CM: Leonor Ruiz 1200 North 25<sup>th</sup> St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292</p>	<p><b>Mission IV H/S Center</b> CM: Diana Anzaldúa 301 South Inspiration Mission, TX 78574 Tel: 581-6409/581-6453 Fax: 581-1835</p>	<p><b>San Juan I H/S Center</b> CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265</p>	<p><b>Administration Office</b> 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588</p>
<p><b>Donna IV H/S Center</b> CM: Eduarda Perez 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245</p>	<p><b>Hidalgo H/S Center</b> CM: Delia Martinez 607 South 5<sup>th</sup> St. Hidalgo, TX 78557 Tel: 843-8361/843-6321 Fax: 843-6739</p>	<p><b>McAllen VI H/S Center</b> CM: Leticia Rodriguez 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166/683-0492 Fax: 683-1966</p>	<p><b>Monte Alto H/S Center</b> CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229</p>	<p><b>San Juan I H/S Center</b> CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265</p>	<p><b>Edcouch Kitchen</b> HC: Bertha Hernandez W. Hwy 107 &amp; Mile 4 North Edcouch, TX 78538 Tel: 262-2552/262-9867 Fax: 262-5284</p>
<p><b>Edcouch H/S Center</b> CM: Alejandra Perez W. Hwy. 107 &amp; Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527</p>	<p><b>La Herencia H/S Center</b> CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917</p>	<p><b>Vine Terrace H/S Center</b> CM: Ludivina Almaguer 2220 (B) North 27<sup>th</sup> St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707</p>	<p><b>Palmview I H/S Center</b> CM: Cynthia Gonzalez 501 Palmview Commercial Dr. Palmview, TX 78572 Tel: 580-1394/580-6965 Fax: 519-7373</p>	<p><b>San Juan II H/S Center</b> CM: Norma Donova 601 Earling Rd. San Juan, TX 78589 Tel: 782-1056 Fax: 781-9022</p>	<p><b>Mission Kitchen</b> HC: Susana Garcia 1208 Paula Dr. Mission, TX 78572 Tel: 581-7415 581-1980 Fax: 581-0020</p>
<p><b>Edinburg I H/S Center</b> CM: Maria Salinas 225 South 25<sup>th</sup> St Edinburg, TX 78539 Tel: 383-3922/383-0931 Fax: 383-0823</p>	<p><b>La Joya H/S Center</b> CM: Marissa Guerra 105 E. 5th &amp; Leo Avenue La Joya, TX 78560 Tel: 581-2022/581-1372 Fax: 584-7298</p>	<p><b>Mercedes I H/S Center</b> CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163</p>	<p><b>Palmview II H/S Center</b> CM: Beatriz Niño 618 Breyfogle Rd. Mission, TX 78572 Tel: 583-4435/583-4413 Fax: 584-3178</p>	<p><b>UTPA H/S CENTER</b> C.M: Maria Gutierrez 1201 W. University Dr. College of Edinburg, TX 78539 Phone#381-2465 Fax#381-2466</p>	
<p><b>Edinburg II H/S Center</b> CM: Maria D.Gutierrez 1200 North 1<sup>st</sup> Street Edinburg, TX 78539 Tel: 380-1088/289-1966 Fax: 287-9321</p>	<p><b>Las Milpas I H/S Center</b> CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723/783-1723 Fax: 781-2696</p>	<p><b>Mercedes II H/S Center</b> CM: Olga Rubio 3601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247</p>	<p><b>Palmview III H/S Center</b> CM: Ana Cedillo 1208 N. Paula Mission, TX 78572 Tel: 584-3860 Fas: 584-3857</p>	<p><b>Weslaco I H/S Center</b> CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116</p>	

HIDALGO COUNTY HEAD START PROGRAM  
REQUEST FOR BIDS

“PLUMBING REPAIR”

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/Ven-dor 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

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THIS FORM MUST ACCOMPANY BID PACKET

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## 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

“AIR CONDITIONING MAINTENANCE  
& REPAIR”

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 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2  Check this box if you are filling an update to a previously filed questionnaire.

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

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

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

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

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

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

Yes  No

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

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4

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

\_\_\_\_\_  
Date

**REQUEST FOR BIDS**

**“AIR CONDITIONING MAINTENANCE & REPAIR”**

**EXHIBIT E**

**PROPOSER’S AFFIDAVIT**

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING  
FOR "SPECIAL SERVICE PROVIDERS"

STATE OF TEXAS  
COUNTY OF HIDALGO

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

My Commission expires: \_\_\_\_\_, 2011



**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**  
**Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

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



hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

- A. 1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.
2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.
3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas, 78540**

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner provided for payments utilized by the Program. The Provider shall be

compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director  
Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas 78540-0117

OR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Provider agrees to provide professional liability, premises liability and auto liability insurance (if providing transportation to the Head Start children) covering his and his employee's activities in the services for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act,

§101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold the Program and the County of Hidalgo, its employee's, officers and agent harmless from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder

are performance in Hidalgo County, Texas.

- E. 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.
- F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31<sup>st</sup>, 2012) of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.
- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.
- I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY HEAD START PROGRAM

By: \_\_\_\_\_  
(Provider's Name)

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Title)

ATTEST:

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

APPROVED AS TO FORM:  
OXFORD & GONZALEZ

By: \_\_\_\_\_  
Ricardo Gonzalez

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

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

**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 a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**Purpose of Form**

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

**Nonresident alien who becomes a resident alien.**

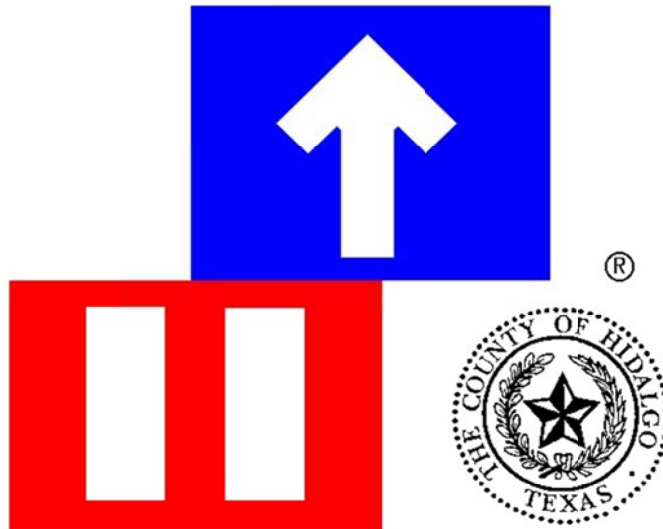
Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue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

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

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

# **Lawn Care**

Bid No: 2011-005-04-29 Lawn Care Services	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149
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**REQUEST FOR BIDS**

**Hidalgo County Head Start Program  
McAllen, Texas**

**LAWN CARE SERVICES BID #2011-005-04-29  
FOR  
HIDALGO COUNTY HEAD START PROGRAM**

**March 29, 2011**

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  
"LAWN CARE SERVICES BID #2011-005-04-29  
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 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 3 pages.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 3 pages.
7. Proposer's Affidavit, Exhibit E, consisting of 1 page.
8. Bid Page consisting of 1 page
9. Bidder/Vendor Application, consisting of 1 page.
10. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
11. Certification Regarding Debarment, Suspension consisting of 1 page.
12. Bid Tabulation Sheet consisting of 1 page.
13. Draft Contract consisting of 6 pages.
14. W-9 Form (Request for Taxpayer ID) consisting of 4 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.



March 29, 2011

Re: **HIDALGO COUNTY HEAD START PROGRAM**  
REQUEST FOR BIDS (RFB)  
"LAWN CARE SERVICES"  
BID Nº 2011-005-04-29

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: 2011-005-04-29

1. Sealed bids will be received for **"LAWN CARE SERVICES" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.
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, **"BID- LAWN CARE SERVICES" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on Friday April 29, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 BID.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County Head Start Program will not be responsible for miss-sent or misplaced bids.
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.

One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and coast of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

Failure to the delivered item(s) 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, Head Start may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase on the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.
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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.
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 Purchases orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for nay orders placed/delivered without a valid, signed purchase order.
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. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:
  - . Materials and supplies must be shipped within 72 hours from arrival of purchase order.
  - . Deliveries shall be accepted between 8:00 AM, Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

At least seventy two (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:

All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.

Invoices must include:

- a) Name and address of successful bidder
- b) Name and address of receiving department or official (signed delivery tickets)
- c) Purchase Order Number (if any)
- d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
- e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.

The following documentation must be included:

- a) Certificate of Origin (signed title, if used vehicle purchase)
- b) Application for Texas Certificate Of Title (Form 130-U)
- c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

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, 3:00 P.M. April 29, 2011  
Project Award of Contract or Issuance of Purchase Order \_\_\_\_\_  
Project Commence Work or Deliver Products \_\_\_\_\_

18. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the 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.

19. 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.**

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. Vendor must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the bid;

- . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
21. 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.
  22. 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.
  23. 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.
  24. 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.
  25. 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  
"LAWN CARE SERVICE BID #2011-005-04-29  
FOR HIDALGO COUNTY HEAD START PROGRAM"

March 29, 2011

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

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County 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.

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

Respectfully submitted,

Bidder: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

HIDALGO COUNTY HEAD START PROGRAM  
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "A"

SPECIFICATIONS

## HIDALGO COUNTY HEAD START PROGRAM

### SPECIFICATIONS FOR LAWN CARE:

#### OBJECTIVE:

The objective of this contract is to provide full service for all "**Lawn Care Services**" for Hidalgo County Head Start Program at the facilities listed herein. Work performed shall be in accordance with commercial practice. Contractor understands and agrees that they will supply all equipment and furnish all labor, materials and supplies necessary to complete this contract.

The Hidalgo County Head Start Program is requesting sealed bids for **LAWN CARE SERVICES** for a period of one (1) year with the option to extend for an additional ninety (90) day Grace period at the end of the contract for unforeseen delays.

The following work is required:

1. Awarded Vendor shall perform services in Hidalgo County as per attached list.(EXHIBIT "B")
2. Awarded Vendor shall furnish all equipment (trucks, trailers mowers, trimmers, and blowers), labor, materials, tools, permits, all required insurances and fees required to provide satisfactory service. All equipment to be used for this service must be up to date with all safety regulations and inspections for **safety precautions**.
3. Service provided shall be on a bi-weekly basis.
4. Any kind of litter/debris/objects must be removed and properly disposed from lawn and plants, by awarded vendor before mowing is initiated for **safety precautions**. Sweeping/Blowing of mowed grass/weeds must be initiated immediately after mowing has been completed for **safety precautions**.
5. Lawn Care Company shall mow lawn(s) trim around sidewalks, trees, plants, fencing perimeter and around building perimeter-Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. unless otherwise requested by the Hidalgo County Head Start Program.
6. Any extra Lawn Care Service such as trimming hedges, trees, and/or turning soil will require prior authorization from Procurement Department before any such services are conducted.
7. The Awarded Vendor representative shall sign in (Exhibit "B") Center Roster Sign-In. The report shall contain the date of (1) service, (2) arrival and departure time, (3) name of facility, and (4) staff signature. The report shall be brought or sent in to the Hidalgo County Head Start Program-Administration Office, 1901 West State Highway 107, McAllen, TX.
8. Any and all damages to property belonging to staff or Head Start done while working at the Head Start sites will be reported to the center manager or designee. (i.e., broken windows, dents to automobiles, fence)Copy of the all required Insurances must accompany proposal. (EXHIBIT "C")
9. Service Contract shall begin on September 1, 2011 through August 31, 2012 (EXHIBIT "D").

### **BILLING SPECIFIACTIONS:**

All Invoices must be submitted to the Field Operations Department on a MONTHLY basis. 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 Center Director

### **ACCESS TO LAWNS:**

Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine 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.

### **LOCATIONS:**

**SEE ATTACHED LIST (EXHIBIT B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS**

### **GRACE PERIOD OPTION:**

Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

### **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 for one (1) year from date of award. 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 BIDS

"LAWN CARE SERVICES"

EXHIBIT "B"

CENTER DIRECTORY

## Exhibit "B"

## Head Start Center Directory

<p><b>ALAMO H/S CENTER</b> C.M.: ENEDELIA FRICKS 303 South 7<sup>th</sup> Alamo, TX 78516 Phone #: 787-4318 Fax #: 283-0573</p>	<p><b>ALTON H/S CENTER</b> C. M.: SIMONA PENA 202 W. Dawes Ave. Mission, TX 78572 Phone #: 581-8854 Fax #: 583-6016</p>	<p><b>DONNA I H/S CENTER</b> C.M.: MARIA H. NAJERA 1402 Silver Ave. Donna, TX 78537 Phone #: 464-2443 Fax #: 464-5373</p>	<p><b>EDCOUCH H/S CENTER</b> C.M.: ALEJANDRA PEREZ W. Hwy 107 and Mile 4 N Edcouch, TX 78538 Phone #: 262-4552 Fax #: 262-7527</p>	<p><b>EDINBURG IV H/S CENTER</b> C.M.: ESTEFANA BARCO 3215 Richardson Rd. Edinburg, TX 78539 Phone #: 383-4730 Fax #: 316-0432</p>
<p><b>EDINBURG V H/S CENTER</b> C.M.: ANA VILLAURRUTIA 3500 E. F.M. 2812 Edinburg, TX 78539 Phone #: 383-0665 Fax: 383-2760</p>	<p><b>ELSA H/S CENTER</b> C.M.: ALICIA BECERRA 700 Northwest Hidalgo Elsa, TX 78543 Phone #: 262-4542 Fax #: 262-3644</p>	<p><b>LA HERENCIA H/S CENTER</b> C.M.: OLGA RUBIO RR 3 Box 3059 Mercedes, TX 78570 Phone #: 514-4828 Fax #: 514-4917</p>	<p><b>LA JOYA H/S CENTER</b> C.M.: MARISSA GUERRA 105 E. 5<sup>th</sup> &amp; Leo Ave. La Joya, TX 78560 Phone #: 581-2022 Fax #: 584-7298</p>	<p><b>LAS MILPAS I H/S CENTER</b> C.M.: VIRGINIA MONTANEZ 714 Zapata Ave. Pharr, TX 78577 Phone #: 783-1723 Fax #: 781-2696</p>
<p><b>LAS MILPAS II H/S CENTER</b> C.M.: NOE HERNANDEZ 901 E. Thomas Pharr, TX 78577 Phone #: 787-6525 Phone #: 781-6309 Fax#: 787-6431</p>	<p><b>MCALLEN IV H/S CENTER</b> C.M.: IMELDA VELA 3900 South Ware Rd McAllen, TX 78501 Phone#: 618-3797 Fax#: 618-1256</p>	<p><b>MERCEDES I H/S CENTER</b> C.M.: LUISA BARRERA 1100 W. Expressway 83 Mercedes, TX 78570 Phone #: 565-5062 Fax #: 514-1163</p>	<p><b>MISSION I H/S CENTER</b> C.M.: ZORAIDA GARCIA 115 Mayberry Mission, TX 78572 Phone #: 581-2031 Fax #: 585--7802</p>	<p><b>MISSION II H/S CENTER</b> C.M.: ESTELLA GONZALEZ 1105 East 8<sup>th</sup> St. Mission, TX 78572 Phone #: 581-3635 Fax #: 583-6218</p>
<p><b>MISSION IV H/S CENTER</b> C.M.: DIANA ANZALDUA 301 South Inspiration Mission, TX 78574 Phone #: 581-6409 Fax#: 581-1835</p>	<p><b>PALMVIEW I H/S CENTER</b> C.M.: CYNTHIA GONZALEZ 501 Palmview Commercial Dr. Mission, TX 78572 Phone #: 580-1394 Fax #: 519-7373</p>	<p><b>PALMVIEW II H/S CENTER</b> C.M.: BEATRIZ NINO 618 Breyfogle Rd. Mission, TX 78572 Phone #: 583-4435 Fax #: 584-3178</p>	<p><b>PALMVIEW III H/S CENTER</b> C.M.: Ana Cedillo 1208 Paula Dr. (rear) Mission, TX 78572 Phone #: 584-3860 Fax#: 584-3857</p>	<p><b>SAN CARLOS H/S CENTER</b> C.M.: IRMA GONZALEZ 134 N. 86<sup>th</sup> San Carlos, TX 78539 Phone #: 381-9119 Fax #: 381-9307</p>
<p><b>SULLIVAN CITY H/S CENTER</b> C.M.: Mirta Trigo 379 E. Expressway 83 Sullivan City, TX 78595 Phone #: 485-2996 Fax #: 485-9597</p>	<p><b>WESLACO II H/S CENTER</b> C.M.: NATALIA SALAS 3030 N. TEXAS BLVD Weslaco, TX 78596 Phone #: 969-3064 Fax #: 447-1789</p>	<p><b>WESLACO III H/S CENTER</b> C.M.: JESSE VELA 1317 W. EXP 83 Weslaco, TX 78596 Phone #: 968-9751 Fax #: 969-8668</p>	<p><b>WESTERN RD H/S CENTER</b> C.M.: PETRA MARTINEZ 8245 E. Poinsetta Dr. Mission, TX 78572 Phone #: 583-9700 Fax #: 581-8155</p>	<p><b>ADMINISTRATION OFFICE</b> 1901 W. State Hwy 107 McAllen, TX 78504 P.O. Box 0117 Edinburg, TX 78540-0117 Phone #: 383-0706 Fax #: 380-2588</p>

HIDALGO COUNTY HEAD START PROGRAM  
REQUEST FOR BIDS

“LAWN CARE SERVICES”

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

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THIS FORM MUST ACCOMPANY BID PACKET

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## 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

"LAWN CARE SERVICES"

EXHIBIT "D"

CONFLICT OF INTEREST

**EXHIBIT D**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>	<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity	

<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 7<sup>th</sup> business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</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>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>OFFICE USE ONLY</b></td> </tr> <tr> <td style="padding: 2px;">Date Received</td> </tr> </table>	<b>OFFICE USE ONLY</b>	Date Received
<b>OFFICE USE ONLY</b>			
Date Received			

<b>1</b>	Name of person doing business with local governmental entity.
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<b>2</b>	<input type="checkbox"/> Check this box if you are filling an update to a previously filed questionnaire. <p align="center" style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>
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<b>3</b>	<p>Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A,B, C &amp; 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 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 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 type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>
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<b>4</b>	<table style="width:100%;"> <tr> <td style="width:60%; text-align: center;">_____</td> <td style="width:40%; text-align: center;">_____</td> </tr> <tr> <td style="text-align: center;">Signature of person doing business with the governmental entity</td> <td style="text-align: center;">Date</td> </tr> </table>	_____	_____	Signature of person doing business with the governmental entity	Date
_____	_____				
Signature of person doing business with the governmental entity	Date				

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

<p><b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTREST, AND ANTI-LOBBYING FOR "LAWN CARE SERVICES"</b></p>
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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:

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

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Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

My Commission expires: \_\_\_\_\_, 2011

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

**“Lawn Care Services”**

**EXHIBIT E**

**PROJECT REQUIREMENT  
ACKNOWLEDGEMENT**

Hidalgo County Head Start Program  
LAWN CARE SERVICE  
BID# 2011-005-04-29

BID PAGE

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BID PRICE **MONTH** PER CENTER: \_\_\_\_\_  
(Note: Mowing to be conducted two times a month per Center)

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

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

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

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

PRINTED NAME: \_\_\_\_\_

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



**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**  
**Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

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





hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

- A. 1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.
2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.
3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

**Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas, 78540**

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner

provided for payments utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director  
Hidalgo County Head Start Program  
P.O. Box 0117  
Edinburg, Texas 78540-0117

OR

6. Provider agrees to provide professional liability, premises liability and auto liability insurance (if providing transportation to the Head Start children) covering his and his employee's activities in the services for the Program in an amount not

less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold the Program and the County of Hidalgo, its employee's, officers and agent harmless from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

- D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.
- E. 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.
- F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (August 31<sup>st</sup>, 2012) of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.
- G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.
- I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer or agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

HIDALGO COUNTY HEAD START PROGRAM

By: \_\_\_\_\_  
(Business Name)

By: \_\_\_\_\_  
Ramon Garcia, County Judge

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Title)

ATTEST:

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

APPROVED AS TO FORM:  
OXFORD & GONZALEZ

By: \_\_\_\_\_  
Ricardo Gonzalez

APPROVED AS TO FORM:  
Atlas & Hall, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain