



Hidalgo County Head Start Program Policy Council Agenda

DATE: May 18, 2011

SUBJECT: Discussion/Approval of Bid Awards and Contracts to Lowest Bidder Meeting All Specifications for:
(1) Bid #2011-004-04-29: Air Conditioning Maintenance & Repair
(2) Bid #2011-005-04-29: Lawn Care Services
(3) Bid #2011-006-04-29: Plumbing Service & Repair

RATIONALE/NEED: Contracts must be secured to continue air conditioning maintenance, lawn care services, and plumbing service & repair to the Head Start facilities.

RECOMMENDATION: Administration recommends approval of bid awards to:
(1) Air Conditioning Maintenance & Repair -RBC Services, LLC
(2) Lawn Care- Hilario Pruneda, Jr. dba, I want you Lawn Care
(3) Plumbing Repair - Mike's Plumbing, Inc.

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

RELATED INFORMATION INCLUDED: Memo/Bid Tabulation/Contracts

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

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

PROGRAM DIRECTOR'S APPROVAL: *Jerena Flores*



HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♣ EDINBURG, TEXAS 78540 ♣ TEL: (956) 383-0706 ♣ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director
FROM: Ambrosio Tovar, Procurement Director *A. Tovar*
DATE: May 6, 2011
SUBJ: Bid Award of AC Repairs, Lawn Care, Plumbing

The following vendors are being recommended for each bid category. The recommendations are the best and lowest bids submitted. Attached is tabulation of the bids submitted.

In summary, the following are the vendors being recommended to be awarded.

Air Conditioning Service and Repair: Bid #2011-004-04-29

We received three bids on the Air Conditioning Service and Repair bid. The lowest bid was submitted by RBC Services, LLC with the price of \$45 per hour with a 15% mark up on parts.

Lawn Care Services: Bid #2011-005-04-29

We received two bids on the Lawn Care Services bid. The lowest bid was submitted by Eladio Pruneda, dba, I Want You Lawn Care, with the price of \$68 per center. This includes two visits to each center per month (\$34.00 per visit).

Plumbing Services and Repairs: Bid #2011-006-04-29

We received one bid on the Plumbing Services and Repairs bid. The bid was submitted by Mike's Plumbing with the price of \$75.00 per hour with a 15% mark up on parts.

The contracts attached have been reviewed by the Head Start legal counsel and the County's legal counsel.

Should you have any questions please call me. Thank you.

Air Condition Maintenance/Repair

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
RBC SERVICES, LLC.
300 N. Alamo Rd
Alamo, TX 78516

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, 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: _____
RBC Services, LLC

BY: _____
Ramon Garcia, County Judge

Rodolfo Cantu

BY: _____
Teresa Flores, Executive Director

(Owner)

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

EXHIBIT A
SPECIFICATIONS

HIDALGO COUNTY HEAD START PROGRAM AIR CONDITIONING SERVICE

EXHIBIT A

Description of Services

The following work is required on an as needed basis on the following (but not limited to) equipment; wall pack units, window units, Central Air/Heat Systems.

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.

Parts requiring replacement shall be the newest design available provided they are compatible with in-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 Director or designated department head.

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

Exhibit A, Description of services (Cont.)

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

ACCESS TO BUILDINGS: Field Operations Director 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's points of access, and other information necessary to insure optimum convenience to all concerned.

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. Serial Number of unit which was worked on
6. Part – Price
7. Purchase Order
8. Confirmation Signature form Center Director

EXHIBIT B
FEE SCHEDULE

**HIDALGO COUNTY HEAD START PROGRAM
AIR COINDITIONING SERVICE**

EXHIBIT B

FEE SCHEDULE

Air Conditioning Repair: \$45.00 per hour

Parts Mark Up: 15%

Lawn Care Service

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

Eladio Pruneda, Jr.
I want you lawn care
1206 E. Helmer St.
Pharr, TX 78577

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, 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:
I WANT YOU LAWN CARE

HIDALGO COUNTY HEAD
START PROGRAM

By: _____
Eladio Pruneda, Jr.

By: _____
Ramon Garcia, County Judge

Owner

By: _____
Teresa Flores, Executive Director

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

EXHIBIT A

HIDALGO COUNTY HEAD START PROGRAM LAWN CARE SERVICE

EXHIBIT A

Description of Services:

1. Awarded Vendor shall perform services in Hidalgo County as described below.
2. Awarded Vendor shall furnish all equipment (trucks, trailers mowers, trimmer, 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 sidewalk, 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 the Procurement Department before any such services are conducted.
7. The Awarded Vendor representative shall sign in on the "Center Roster Sign-In". The report shall contain the date of (2) 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 78504
8. Any and all damages done (belonging to staff or Head Start) while working at the Head Start sites will be reported to the center manager or designee. (i.e., broken windows, dents to automobiles, fence)

EXHIBIT B
FEE SCHEDULE

**HIDALGO COUNTY HEAD START PROGRAM
LAWN CARE SERVICE**

EXHIBIT B

Fee Schedule:

Service Price: \$68.00 per center/monthly

Plumbing Service & Repair

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

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

OR

Kris Losoya, Manager
Mikes Plumbing & Electrical, Inc.
3104 N. Jackson Rd
Pharr, TX 78577

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 31st 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: _____
Mikes Plumbing & Electrical, Inc.

BY: _____
Ramon Garcia, County Judge

Kris Losoya

BY: _____
Teresa Flores, Executive Director

Owner

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

EXHIBIT A
SPECIFICATIONS

HIDALGO COUNTY HEAD START PROGRAM PLUMBING SERVICE AND REPAIR

Description of Services:

Awarded Vendor shall perform services in Hidalgo County as described below. All keys given to Contractor must be returned within forty-eight hours (48)

- ❖ To install additional (new) gas and water lines, including fixtures, Water Heater, 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

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, every day, 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 Director or designated representatives; a copy of such listing shall be provided to vendor.

EXHIBIT B
FEE SCHEDULE

**HIDALGO COUNTY HEAD START PROGRAM
PLUMBING SERVICE**

EXHIBIT B

Fee Schedule:

Plumbing Repair: \$75.00 per hour

Parts Mark Up: 15%