

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

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

3. **Term.** This Contract shall be for a period beginning **October 24th, 2012** and ending **December 31st, 2012** and may be extended at the sole discretion of Program for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

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

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

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

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

20. **Termination.** This contract award will be in effect until (a) this contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by Program with thirty day's written

notice to Company.

21. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work will be free of defects for a period of one year from the date of completion of the work performed under this contract.

WITNESS our hands in duplicate originals this _____, 2012

APPROVED BY COMMISSIONERS COURT ON: 2012

Company:

By: _____
Del Sol Homes L.L.C.

By: _____
Jose De La Fuente

By: _____
Owner

By: _____
Ramon Garcia, County Judge

By: _____
Teresa Flores, Executive Director

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

By: _____
Arturo Guajardo, Jr., County Clerk

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

By: _____
Stephen L. Crain

EXHIBIT “A”

BID PAGE

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

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

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

BID must be submitted NO LATER THAN 2:00 p.m. on Wednesday, October 10, 2012.

COST: one hundred ninety seven thousand dollars no cents

PALMVIEW I CENTER

Building Relocation Cost: \$19,700⁰⁰

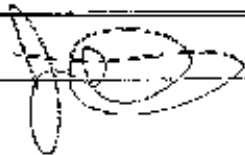
Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME: Del Sol Homes LLC

ADDRESS: 143 E. Champion

CITY/STATE/ZIP CODE: Edinburg, TX 78542

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

AUTHORIZED SIGNATURE: 

TITLE: OWNER

DATE: 10/10/2012

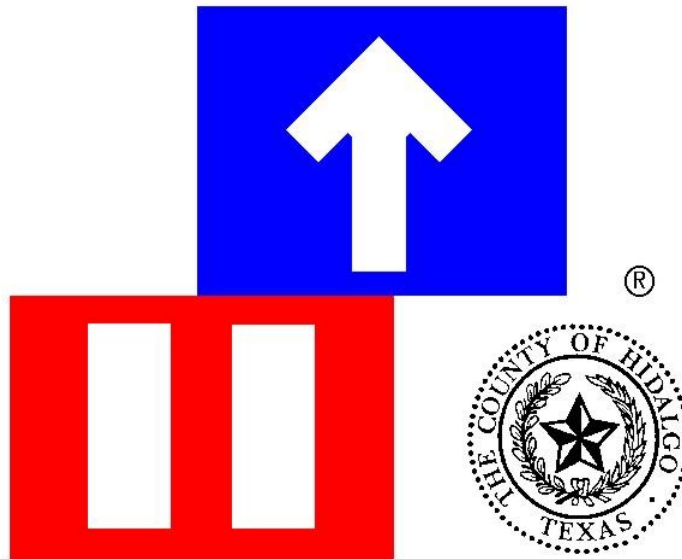
*****It is Mandatory that Bid Page be Included In Bid Package*****

**EXHIBIT “B”
RFB PACKET**

BID NO:2012-024-10-10	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149
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HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

September 25, 2012



REQUEST FOR SEALED BIDS
"BUILDING RELOCATION - PALMVIEW I HEAD START"

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
“BUILDING RELOCATION – PALMVIEW I HEAD START”
September 25, 2012
BID NO: 2012-024-10-10

- 1) Request For Sealed Bids Letter, 1 page
- 2) Request for Sealed Bids, Legal Notice, 6 pages
- 3) Exhibit A: Requirements Criteria, 5 pages
- 4) Exhibit B: Bid Page, 3 pages
- 5) Exhibit C: Insurance Requirements, 3 pages
- 6) Exhibit D: Conflict of Interest Questionnaire, 2 pages
- 7) Respondent/Vendor Application, 1 page
- 8) Historically Underutilized Business (HUB) Declaration, 1 page
- 9) Certification for Primary Covered Transactions, 1 pages
- 10) Draft Contract for Professional Services, 6 pages
- 11) W-9 Form (Request for Taxpayer ID) 1 pages

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

Thank you.

September 25, 2012

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"BUILDING RELOCATION - PALMVIEW I HEAD START"
BID NO: 2012-024-10-10

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for "BUILDING RELOCATION – PALMVIEW I HEAD START" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.
2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: **SEALED BID "BUILDING RELOCATION - PALMVIEW I HEAD START"** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Wednesday, October 10, 2012.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS 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 THE SEALED BID.
3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of 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, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. 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.

5. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.
6. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.
7. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.
8. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.
9. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.
10. 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.
11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.
12. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 4:30 P.M., Monday-Friday.
 - . If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149
13. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540

14. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	<u>October 10, 2012</u>
Award of Contract	_____
Commence Work or Deliver Products	_____

15. Bid or Performance Bond; Payment under Contract:

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

16. 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, Hidalgo County Head Start Program to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request,

influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before any department or agency of the County, 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, Hidalgo County Head Start Program 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.
17. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County Head Start Program.
18. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
19. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

20. 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 or Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

21. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

22. Hidalgo County Head Start Program 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 requirements.

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

24. Successful bid shall warrant that all items/services shall conform to the requirements 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 Qualifications 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 Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

25. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
26. 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.
27. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
28. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

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

**“BUILDING RELOCATION –
PALMVIEW I HEAD START”**

**EXHIBIT A
REQUIREMENTS**

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"BUILDING RELOCATION - PALMVIEW I HEAD START"
BID No. 2012-024-10-10

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage BUILDING RELOCAITON. The Procurement Department will receive sealed envelopes containing BID for the provision of "BUILDING RELOCATION – PALMVIEW I HEAD START. Sealed Bids will be accepted until 2:00 p.m., Wednesday, October 10, 2012. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFB Number: 2012-024-10-10
Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Friday, October 5, 2012 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit submitted to the County Clerk's office prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

DAVIS-BACON ACT: Contractor must adhere to Davis-Bacon Act requirements Reports must be submitted timely.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

OCCUPATIONS CODE: Bids exceeding a cost of \$20,000.00 are required to comply with the Occupations Code, Chapter 1001, Section 053, Public Works.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFB) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF BIDS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

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

Project Overview:

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

Contents:

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

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

I. Scope of Services:

The specifications of this project may be picked up at:

Dannenbaum Engineering Company – McAllen, LLC

1109 Nolana Loop, Suite 208

McAllen, Texas 78504

(956)682-3677 Office

(956)686-1822 Fax

steve.mcgarraugh@dannenbaum.com

Steven L McGarraugh AIA/ Project Architect

SITE VISIT:

Bidders must visit the Centers to suggest any other necessary work required to complete the project. Bidder shall not be relieved of responsibility for improperly estimating cost of serviced required. 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. Building located at: 501 Palmview Commercial Dr. in Palmview, TX, to be moved to 1208 Paula Dr., Palmview, TX.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Finance Department upon satisfactory completion of project. There will be NO Advance Payments.

Contact person for Billing and Payment questions:

HIDALGO COUNTY HEAD START PROGRAM

Elma Keller, Finance Director

P. O. Box 0117

Edinburg, TX 78540 / 956-380-4131

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

**“BUILDING RELOCATION –
PALMVIEW I HEAD START”**

EXHIBIT B

BID PAGE

BID PAGE
REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
“BUILDING RELOCATION – PALMVIEW I HEAD START”
September 25, 2012

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

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

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

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

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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

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

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

BID must be submitted NO LATER THAN 2:00 p.m. on Wednesday, October 10, 2012.

COST:

PALMVIEW I CENTER

Building Relocation Cost: \$_____

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

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____ FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

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

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

**“BUILDING RELOCATION –
PALMVIEW I HEAD START”**

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) 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.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of service, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program.

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

1. A Five Hundred Thousand Dollar (\$500,000) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000) per person and Five Hundred Thousand Dollars (\$500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000) arising out of the services provided to County hereunder;
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

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

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____ authorized representative for _____

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

- will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, 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 upon notification of intent to award bid at the next scheduled 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 Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, 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 Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1)Licenses:_____

2)Bonds:_____

3)Certificates:_____

4) Permits:_____

5) Other:_____

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

* Any licenses, bonds, certificates, and 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

“BUILDING RELOCATION –
PALMVIEW I HEAD START”

EXHIBIT D

PROPOSER’S AFFIDAVIT

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTREST, AND ANTI-LOBBYING
FOR "BUILDING RELOCATION FOR PALMVIEW I HEAD START CENTER"**

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

Signature/ Title:

Subscribed and sworn to before me this _____ day of _____, 2012.

Notary Public

My Commission expires: _____ 2012.

HIDALGO COUNTY

Respondent/Vendor Application

VENDOR NO.: _____

ENTRY DATE: _____.

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

Company Name	Telephone No. ()
Mailing Address	Fax No. ()
City, State, Zip	Tax I.D. No.
E-Mail Address:	Website Address:
Representative(s) Name(s) & Title(s)	
Type of Organization (check one): ___ Individual ___ Partnership ___ Corporation ___ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.	
State of Incorporation: _____ Other:	
Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ broker ___ Distributor ___ Service Organization ___ Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:	
Small and/or Disadvantaged Business Information (check application criteria) Small Business: _____ Disadvantaged Business (At Least 51% Ownership) <input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other <input type="checkbox"/> More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input type="checkbox"/> No Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom? State General Services Commission Other

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name:
HUB Status:

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

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

HUB Subcontractor Name: _____ HUB Status: _____

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

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

HUB Subcontractor Name: _____ HUB Status: _____

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

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

Certification For Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:
- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Request for Taxpayer Identification Number and Certification

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

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific instruction on page 2)

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

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

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

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code

City, state and ZIP code

Phone # ()

Fax # ()

Email address:

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□□□-□□-□□□□

OR

Employer identification number

□□-□□□□□□

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

□□□□□□□□

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No Yes If yes, in compliance with the State Ethics Commission requirements.

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

Sign

Here Authorized Signature ▶

Date ▶

Purpose of Form

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

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

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

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

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

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

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

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

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

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

Penalties

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

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

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

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

HIDALGO COUNTY HEAD START
PROGRAM
REQUEST FOR BIDS

“BUILDING RELOCATION –
PALMVIEW I HEAD START”

EXHIBIT “D”

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

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

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

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

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

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

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

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

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

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

3. **Term.** This Contract shall be for a period beginning _____, **2012** and ending _____, 2012 and may be extended at the sole discretion of Program for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

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

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

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

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

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

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

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

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

20. **Termination.** This contract award will be in effect until (a) this contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by Program with thirty day's written notice to Company.

21. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work will be free of defects for a period of one year from the date of completion of the work performed under this contract.

WITNESS our hands in duplicate originals this _____, 2012

APPROVED BY COMMISSIONERS COURT ON: _____ 2012

Company:

By: _____
(Company Name)

By: _____
(Print Name)

By: _____
(Title)

By: _____
Ramon Garcia, County Judge

By: _____
Teresa Flores, Executive Director

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

By: _____
Arturo Guajardo, Jr., County Clerk

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

By: _____
Stephen L. Crain

EXHIBIT "C"
INSURANCE

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, Jose Dela Cruz authorized representative for Art Sol Home LLC

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

- will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, 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 upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ 1,000,000⁰⁰ General Liability: \$ 1,000,000⁰⁰

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, 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

10/10/2022
Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent.

THIS FORM MUST ACCOMPANY BID PACKET

