



AI-33283

8. L.

CC CONSENT

Meeting Date: 07/31/2012

Submitted For: Martha L. Salazar

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the first one (1) year extension as provided in the contract #C-11-126-08-16 for "Purchase and Disposal of Air Conditioning Units" on an "as needed basis" for Hidalgo County -Community Service Agency under the same rates, terms, and conditions renewal/extension effective August 16, 2012 through August 16, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available through Community Service Agency's Fiscal Department.

Attachments

[csa ac renewal letter n acords](#)

[C-11-126-08-16](#)

[dpt renewal](#)

Form Review

| Inbox | Reviewed By | Date |
|---------------------------------|-----------------|---------------------------------|
| Purchasing Department | Marty Salazar | 07/20/2012 10:36 AM |
| Budget & Management | Merlen P. Munoz | 07/23/2012 08:53 AM |
| Auditor's Office | Angela Garcia | 07/27/2012 04:51 PM |
| Form Started By: Yvette Islas | | Started On: 07/17/2012 01:32 PM |
| Final Approval Date: 07/27/2012 | | |



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

July 10, 2012

Air Plus Heating & Cooling, Inc.
Attn: Leocadio Guerrero
711 E Wisconsin Road
Edinburg, Texas 78539
Via E-Mail: lupitagairplus@gmail.com

Re: C-11-126-08-16 "Purchase and Disposal of Air Conditioning Units"

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the first (1st) of four (4) one (1) year term extensions as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of July 31, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, July 16, 2012 via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

Signature: _____

Date: 07/17/12

Print: LEO GUERRERO

Additionally, we are requesting your company provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and /or Statement of Qualifications.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

cc: department



AIRPLUS-01

HALLHA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2012

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

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

| | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|--|---|--------------------------------------|------------------------|--|--------------------------------------|---------------|--|--------------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: certificates@willis.com</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (877) 945-7378</td> <td>FAX (A/C, No): (888) 467-2378</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Texas Mutual Insurance Company</td> <td style="text-align: center;">22945</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | CONTACT NAME: certificates@willis.com | | PHONE (A/C, No, Ext): (877) 945-7378 | FAX (A/C, No): (888) 467-2378 | E-MAIL ADDRESS: | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Texas Mutual Insurance Company | 22945 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| CONTACT NAME: certificates@willis.com | | | | | | | | | | | | | | | | | | | | | |
| PHONE (A/C, No, Ext): (877) 945-7378 | FAX (A/C, No): (888) 467-2378 | | | | | | | | | | | | | | | | | | | | |
| E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: Texas Mutual Insurance Company | 22945 | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | |
| INSURED Air Plus Heating & Cooling Inc 711 East Wisconsin Edinburg, TX 78539 | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|---------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> Y | N/A | TSF0001174985 | 12/15/2011 | 12/15/2012 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| | |
|--|--|
| CERTIFICATE HOLDER Hidalgo County Community Service Agency 2812 S. Business Highway 281 Edinburg, TX 78539 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/9/2012

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

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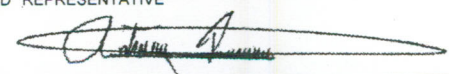
| | | |
|--|---|---------------------------------------|
| PRODUCER PRIME INTEGRITY INSURANCE AGENCY 801 N Ware Road McAllen, TX 78501 | CONTACT NAME: PHONE (A/C, No. Ext): (956) 686-1100 | FAX (A/C, No.): (877) 241-7525 |
| | E-MAIL ADDRESS: primeintegrity@att.net | |
| INSURED Air Plus Heating & Cooling 711 E Wisconsin Edinburg, TX 78539 956-381-5891 | INSURER(S) AFFORDING COVERAGE INSURER A: Cypress Texas Lloyds | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|--------------------------------------|----------|-----------------|-------------------------|-------------------------|---|----------------|
| A | GENERAL LIABILITY | | | GTX-1006117 -02 | 3/24/2012 | 3/24/2013 | EACH OCCURRENCE | \$ \$1,000,000 |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ \$100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$ \$5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ \$2,000,000 |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | <input type="checkbox"/> ANYAUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | | \$ |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | | | \$ |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE | \$ |
| | DEDUCTIBLE | | | | | | | \$ |
| | RETENTION \$ | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATUTORY LIMITS | OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N | N/A | | | | E.L. EACH ACCIDENT | \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER COUNTY OF HIDALGO SERVICE AGENCY 100 E CANO, 4TH FLOOR ADMINISTRATION BUILDING EDINBURG, TX 78539 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2012

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| PRODUCER PRIME INTEGRITY INSURANCE AGENCY 801 N Ware Road McAllen, TX 78501 | CONTACT NAME: PHONE (A/C No. Ext): (956) 686-1100 | FAX (A/C No.): (877) 241-7525 |
| | E-MAIL ADDRESS: primeintegrity@att.net | |
| INSURER(S) AFFORDING COVERAGE | | |
| INSURER A: Travelers | | |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED **Air Plus Heating & Cooling**

 711 E Wisconsin
 Edinburg, TX 78539
 956-381-5891

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | BA8336X706 | 5/7/2012 | 5/7/2013 | COMBINED SINGLE LIMIT (Ea accident) \$ 750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A | | | | | | WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

New Administration building

CERTIFICATE HOLDER

Hidalgo County Community Service
 2812 S Business Highway 281
 Edinburg, Tx 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

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 the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on August 16, 2011 and end on August 15, 2012 with the County's option to extend the contract for four (4) additional one (1) year terms.

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

6. Company shall ensure that no funds under this Contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers' Compensation) connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "G" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in Comprehensive Energy Assistance Program (CEAP) and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the Comprehensive Energy Assistance Program (CEAP) program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse.

Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. Company shall indemnify and hold harmless County, 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 County 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.

17. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

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

19. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company: **Air Plus Heating & Cooling, Inc.**
 Attn: Leocadio Guerrero
 711 E. Wisconsin Rd.
 Edinburg, Texas 78539

20. 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.

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

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: Texas Department of Housing and Community Affairs (TDHCA), from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of

the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contract terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age

Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

1. Meet schedules:
2. Pay any required fees or taxes; or
3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of \$2,000 for construction or repair must comply with the Copland “anti-kickback” Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3) (the “Act”). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company.

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest

or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

(1) obtain, reproduce, publish or otherwise use the data first produced under an award: and

(2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. Texas Department of Housing and Community Affairs (TDHCA), the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized

representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Company is required to comply with all applicable standards, order or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671] 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

43. Exhibits "A" through "G" (attached hereto) are fully incorporated in this Contract at this point for all purposes and shall be construed as a part of this Contract.

44. **Non-Exclusive Services:** Hidalgo County reserves the right to request these Services from other sources other than "**Purchase and Disposal of Window Air Conditioning Units**" contractors and shall not be in Violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

45. All truck 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.

46. In no event shall Company be liable for special, indirect consequential, or liquidated damages for default or delay caused by the County.

WITNESS our hands in duplicate originals this ____ day of _____, 2011.

By: *Ramon Garcia*

Ramon Garcia, Hidalgo County Judge

Approved by Commissioners' Court
on 8-16-11 ro

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk

COMPANY: Air-Plus Heating & Cooling, Inc.

By: *[Signature]*

Printed Name: Leocadio Guerrero

Title: OWNER/PRESIDENT

Approved on Commissioners' Court August 16, 2011

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

By: *[Signature]*

EXHIBIT “A”

May 04, 2011

AIR-PLUS

HEATING & COOLING, INC.

711 E. WISCONSIN RD.

Edinburg, Texas 78539

Re: **HIDALGO COUNTY**
Request For Proposals -

**"HIDALGO COUNTY COMMUNITY SERVICE AGENCY -
PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING
UNITS"**

RFP NO: 2011-126-05-25-YSI

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

REQUEST FOR PROPOSALS (RFP) CHECKLIST
HIDALGO COUNTY COMMUNITY SERVICE AGENCY
"PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS"
RFP NO: 2011-126-05-25-YSI

1. Request for Proposals Letter, consisting of 1 page.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit "A", Service Delivery Terms, Conditions & Product/Service Specifications consisting of pages #1 through page #4.
4. Exhibit "B", Scoring Criteria, page # 5.
5. Exhibit "C", Integrity & Financial Resources pages #6 to #7.
6. Exhibit "D", Technical Knowledge and Experience, consisting of pages #8 to #9.
7. Exhibit "E", Technical Specifications, consisting of page #10 through page #15.
8. Exhibit "G", Hidalgo County's Insurance Requirements, consisting of 4 pages.
- 9. Conflict of Interest Questionnaire (CIQ), this form must be recorded at the Hidalgo County Clerk's Office and receipt along with recorded document must be submitted with proposal, consisting of 1 page.**
10. Proposer's Affidavit, consisting of 1 page.
11. Proposers/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
12. IRS W-9 Form, consisting of 4 pages.
13. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
14. Market Volatility and Unit Price Adjustments, consisting of 2 pages.
15. Draft Contract Document, consisting of 10 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

05-04-2011
Date

| | | |
|-----------------------------------|----------------------------|---------------------------------------|
| RFP NO: 2011-126-05-25-YSI | BUYER: YVETTE ISLAS | Tel. No: (956) 318-2626 x-4874 |
|-----------------------------------|----------------------------|---------------------------------------|

REQUEST FOR PROPOSALS

HIDALGO COUNTY COMMUNITY SERVICE AGENCY

“PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS”

MAY 25, 2011

contact Person:

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE

RFP NO: 2011-126-05-25

1. Sealed proposals will be received for **Hidalgo County Community Service Agency “Purchase and Disposal of Window Air Conditioning Units”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and three (3) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2011-126-05-25-YSI-Hidalgo County Community Service Agency—“Purchase and Disposal of Window Air Conditioning Units”**, and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, May 25, 2011.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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 WITH THE FOLLOWING REFERENCE: RFP NO: 2011-126-05-25-YSI—HIDALGO COUNTY COMMUNITY SERVICE AGENCY - “PURCHASE AND DISPOSAL OF WINDOW AIR CONDITIONING UNITS”.

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, May 18, 2011 at 5:00 p.m. Responses will be sent to all applicants by Friday, May 20, 2011. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal 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 from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. **For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing the proposal and**

thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. ~~Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.~~
7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS: (If applicable)
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – Hidalgo County Community Service Agency –“Purchase and Disposal of Window Air Conditioning Units”,
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.

- . Contact person for Billing and Payment questions:

Hidalgo County Community Service Agency
Attn: Thelma Vasquez
P.O. Box 204
Edinburg, TX 78540
956-318-2511

17. Schedule of Events

| | | |
|--|----------------|-------------|
| Projected Proposal Opening, 9:30 A.M., | <u>May 25,</u> | <u>2011</u> |
| Project/Anticipated Award Date: | _____ | 2011 |
| Commence Work or Deliver Products | _____ | 2011 |

18. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

~~If the contract proposed is for the construction of public works or is for a contract for goods and services 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.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County 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 County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty~~

~~Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~• For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

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

20. Disclosure of Conflict of Interest:

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer'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 County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
24. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County 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 proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer'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 proposer.

28. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. 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.
30. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Proposers shall provide with the proposal 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.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal
HIDALGO COUNTY COMMUNITY SERVICE –
“Purchase and Disposal of Window Air Conditioning Units”
RFP NO: 2011-126-05-25-YSI

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

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: AIR-PLUS HEATING & COOLING, INC.

Address: 711 E. WISCONSIN RD.

EDINBURG, TX. 78539

By: _____

Printed Name: Leocadio Guerrero, President

EXHIBIT "A"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY Purchase and Disposal of Window Air Conditioning Units Proposal No.

SERVICE DELIVERY TERMS AND CONDITIONS AND PRODUCT AND SERVICE SPECIFICATIONS

CHCSA is seeking one (1) qualified contractor to provide equipment in particular window air conditioning units and/or disposal of used/old window air conditioning units. The new window air conditioning units will replace inefficient window units in eligible low-income dwellings throughout Hidalgo County. These services are delivered pursuant to the CEAP Program and are designed to lower utility usage and promote energy conservation.

A contract, if any, awarded pursuant to this solicitation will be for one (1) year and may be extended provided all terms and conditions, except for the contract period, remain unchanged and in full force and effect. This option, if exercised, requires the mutual agreement of BOTH parties. Refusal by either party to exercise this Option to extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions, may not exceed a maximum combined period of five (5) years.

Funds for a contract, if any, resulting from this solicitation have been or are anticipated to be provided through the Texas Department of Housing and Community Affairs pursuant to the United States Department of Health and Human Services. Services under this program are contingent on CHCSA's receipt of CEAP Program funds.

Delivery of all window units specified in this proposal shall be made to the CHCSA main Office, 2524 N. Clossner, Edinburg, Tx. Used/old window units will be maintained at CHCSA main office, pick up of such will be at CHCSA main office.

Delivery of all equipment and services specified in this proposal shall be made within 10 working days (defined as Monday through Friday except for Federal or State Holidays) or time agreed upon by said contractor and CHCSA. Exceptions to this requirement shall be allowed only in the event of an eligible program participant is unavailable for service delivery scheduling or occurrence of unforeseeable circumstances as approved by CHCSA (such events must be documented and provided to CHCSA designated program staff).

Payment for Products/Services: There shall be no advance payment for products delivered and/or services provided for the successful proposer, if any, selected for contract pursuant to this procurement. Contractual payment terms and conditions, if a contract is awarded, shall specify that payment shall normally be made thirty (30) to forty-five (45) days from date of service and agency approval.

All disposals of window air conditioning units provided pursuant to this solicitation must meet applicable Federal, State and/or local codes, whichever shall be the most restrictive. Proposers shall be responsible for obtaining any required permits and payment of any required payment fee, as applicable.

All and any other product or service provided pursuant to this solicitation must be guaranteed, in writing, for a minimum period of one year from the invoice date.

The successful proposer, if any, shall be contractually obligated to complete any warranty work within 3 working days of notification. In life threatening situations (i.e. malfunctioning window units where elderly, infirm clients or children under 6 reside in the household), the successful proposer shall be required to provide warranty work within 24 hours of notification

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

MINIMUM STANDARDS

| <u>WINDOW UNIT SIZE</u> | <u>MINIMUM ENERGY STAR EER</u> |
|-------------------------|--------------------------------|
| 5, 000 BTU | 10.7 |
| 6,000 BTU | 10.7 |
| 8,000 BTU | 10.8 |
| 10,000 BTU | 10.8 |
| 12,000 BTU | 10.8 |
| 15,000 BTU | 10.7 |
| 18,000 BTU | 10.7 |

WHEN AN EXISTING INEFFICIENT WINDOW AIR CONDITIONING UNIT(S) AND/OR HEAT PUMP(S) IS REPLACED, THE CLIENT MUST SURRENDER THE OLD UNIT(S) TO BE DISPOSED OF BY CONTACTOR ACCORDING TO APPLICABLE FEDERAL, STATE AND LOCAL CODES/LAWS. CONTRACTOR MUST DESTROY USED/OLD WINDOW AIR CONDITIONING UNITS AND/OR HEAT PUMPS BEYOND REPAIR. USED/OLD WINDOW AIR CONDITIONING UNITS AND/OR HEAT PUMPS ONCE REMOVED CANNOT BE REPAIRED, RETROFITTED, AND/OR SOLD.

EXHIBIT "A" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PAYMENT PROCEDURES AND GUIDELINES

THE COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY REQUIRES COMPLIANCE TO THE FOLLOWING GUIDELINES AND PROCEDURES BEFORE NOTICE OF PAYMENT/PURCHASE ORDERS WILL BE ISSUED TO THE VENDOR:

- 1) No client shall be excluded from participation due to age, color, religion, sex, national origin, age, handicap, political affiliation or belief.
- 2) Must not accept any gifts, monetary or otherwise, from clients.
- 3) Will accept CHCSA notice of payment/purchase order as authorization and obligation of payment and only for the amount stated on the notice of payment/purchase order.
- 4) Will not alter the amount on notice of payment/purchase order without the prior approval from CHCSA.
- 5) Will contact CHCSA for prior approval, in the event, that additional costs are incurred or forfeit payment if CHCSA approval is not obtained.
- 6) Will deliver the window air conditioning units to CHCSA within 10 working days of notice of payment/purchase order date.
- 7) Will pick up used/old window air conditioning units and/or heat pumps at CHCSA's main office and dispose of such according to applicable Federal, State and local codes, whichever is most restrictive. Used/old window air conditioning units and/or heat pumps once removed cannot be repaired, retrofitted and/or sold.
- 8) Will submit itemized billing of actual work performed with corresponding documentation. For audit purposes, billing must include:
 - A) Name and address of vendor
 - B) Name of Agency
 - C) Date(s) equipment was delivered to CHCSA or picked up from CHCSA
 - D) Detail description of equipment delivered or picked up
 - E) CHCSA notice of payment/purchase order number
 - F) Billing total amount
- 9) Direct **all original notice of payments/purchase orders** to include billings/invoices to County of Hidalgo Community Service Agency, P.O. Box 204 Edinburg, Texas 78540. The address has been provided on the notice of payment/purchase order.
- 10) Submittal of **original notice of payments/purchase orders** will be at contractor's discretion, keeping in mind that equipment must be delivered or disposed within 10 workings days as of date of notice of payment/purchase order.

EXHIBIT "A" con't

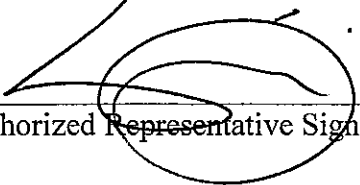
COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PAYMENT PROCEDURES AND GUIDELINES con't

11) Payment will be made to contractor approximately thirty (30) to forty-five (45) days after receipt of original notice of payment/purchase order, with all documentation required, at CHCSA office. Prompt payment will also depend on transaction of funds from the state level to CHCSA. Nevertheless, payment is guaranteed, CHCSA will not issue notice of payment/purchase orders unless it has a contractual amount to cover said amount.

12) CHCSA is a not-for-profit entity therefore is not subject to tax charges (tax-exempt status).

13) Completion of an IRS W-9 form is required in order to prevent the withholding of thirty-one percent (31%) of all payments.



Authorized Representative Signature

5/19/11
Date

Leocadio Guerrero
Print Name of Authorized Representative

President/Owner
Title of Authorized Representative

956-381-5891
Telephone number

Lupita Guerrero
Name of Contact Person

956-381-5461
Fax number

EXHIBIT "B"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

Scoring Criteria

Points will be given to each of the contractual considerations including financial resources & integrity, technical knowledge, and price of materials and labor.

Scoring Breakdown

| | | | |
|-----|-------------------------------------|----|--------|
| I. | Financial Resources & Integrity | 30 | Points |
| II. | Technical Knowledge & Experience | 30 | Points |

Proposers with a minimum score of 30 points in Financial Resources & Integrity Section and a minimum score of 28 ½ points in the Technical Knowledge & Experience Section will be deemed qualified for evaluation of prices as submitted. Price per item will be subject to negotiations when deemed higher than the local market average price.

| | | | |
|-------|--------------------------|-----|--------|
| III. | Material and Labor Price | 40 | Points |
| <hr/> | | | |
| | Total Possible Points | 100 | Points |

After negotiations, the proposer with the lowest material and labor price will be awarded a maximum of 40 points. All other proposers will receive points based on the following formula:

$$\begin{array}{l} \text{Lowest proposal price} \quad \div \quad \text{proposal price} \quad \times 40 = \quad \text{points awarded} \\ \text{Example } \$1000 \quad \div \quad \$1200 = .834 \quad \times 40 = \quad 33.36 \end{array}$$

Note: A contract will be awarded to the most qualified proposer whose proposal, after negotiations, is most advantageous to CHCSA with price and other factors considered.

EXHIBIT "C"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

INTEGRITY & FINANCIAL RESOURCES

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

- I. **INTEGRITY**- Please list two references of persons or firms that you have conducted business with in the past 12 months who are familiar with your work.

*The following questions that will be asked when we contact the references.
2.5 points has been assigned to each question, only favorable responses will be receive points.
15 points maximum may be received.*

Q.1. Do they honor their prices?

Q.2. To the best of your knowledge has this firm or person consistently conducted their business affairs in a manner to reflect sound business judgment?

Q.3. Would you characterize this vendor as honest, fair and responsible?

Reference 1

Name: EVA SILVA Phone#: 956-992-8039
Address: 300 S. Closner, Edinburg, Tx. Fax#: 956-992-8027
Company: Capital One Bank

Reference 2

Name: Laura Mayo Phone#: 956-664-8400
Address: 1801 S. 2nd, McAllen, Texas 78503 Fax#: 956-632-5442
Company: Inter National Bank

EXHIBIT "C" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

INTEGRITY & FINANCIAL RESOURCES con't

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

II. FINANCIAL RESOURCES- Please answer the following questions.

*2.5 point has been assigned to each question, only favorable responses will receive points.
15 points maximum may be received.*

A. Does your firm/company have the financial capabilities to provide materials up to a maximum of thirty (30) days before receiving payment?

YES NO

**Please submit a copy of your firm's most recent (within the last 12 months) financial statement.
No Exeptions (2 part question-1.25 pts per part)**

B. Will you hold material until we are ready to pick-up/install?

YES NO

C. Are you or have you been involved in a Chapter 13 bankruptcy proceeding?

YES NO

D. Are there any liens against your firm/company?

YES NO

E. Are there any lawsuits against your firm/company?

YES NO

F. Have any complaints been filed against your firm with the Better Business Bureau?

YES NO

If yes, describe the nature of the complaint and its resolution.

EXHIBIT "D"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

TECHNICAL KNOWLEDGE AND EXPERIENCE

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

I. TECHNICAL KNOWLEDGE-List three work references of persons or firms for whom you have worked as a contractor to perform heating and cooling work such as:

Proper recovery of freon
Proper disposal of window units
Proper disposal of heat pumps

*The following questions will be asked when we contact the references.
2 points has been assigned to each question, only favorable response will receive points.
24 points maximum may be received.*

- 1) *Is the quality of work of this firm or person satisfactory or poor? (2 part question-1pt for each part)
If satisfactory, specify in what way.
If not satisfactory, specify in what way.*
- 2) *Has this firm or person been timely in completing projects?*
- 3) *Has this firm or person's crew operated, to the best of your knowledge,
with good behavior at work sites?*
- 4) *If the occasion arose, would you subcontract again with this firm or person
to do a job for you?*

Reference 1

Name: FRANK CEPEDA Phone#: 956-631-3067
Address: 1305 E. Nolana, Suite G, McAllen, Tx. 78501 Fax#: 956-631-4683
Company: FRC CONSTRUCTION

Reference 2

Name: RONNIE CRUZ Phone#: 956-682-5022
Address: 605 E. Violet, Suite 5, McAllen, Tx. 78501 Fax#: 956-682-5089
Company: ALLIED ENTERPRISES

Reference 3

Name: ABEL CANTU Phone#: 956-968-6400
Address: 1015 N. Texas Blvd., Suite 20B, Weslaco, TX Fax#: 956-968-8444
Company: ITHACA INVESTMENTS

EXHIBIT "D" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

TECHNICAL KNOWLEDGE AND EXPERIENCE con't

Proposer's Name: AIR-PLUS HEATING & COOLING, INC.

II. LENGTH OF EXPERIENCE -1 *point has been assigned for each year*
5 points maximum may be received

State the number of years you have done professional heating and cooling work or general contracting work.
18 years

III. GENERAL - *1 point maximum has been assigned*

Are you a "Certified HUB" minority-owned or women-owned enterprise? yes

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY

Purchase and Disposal of Window Air Conditioning Units

Proposal No.


- A. Window Air Conditioning Units
- B. Disposal old Window Air Conditioning Units and old Window Heat Pumps

TECHNICAL SPECIFICATIONS

1. Product information. Upon deemed qualified, proposer will be required to submit technical specifications for Window Air Conditioning Units. **PROPOSER'S SUBMISSION MUST INCLUDE WARRANTY INFORMATION, A 1-800 SERVICE NUMBER FOR THE USE OF CLIENTS AND/OR AGENCY STAFF AND DOCUMENTATION THAT THE PROPOSED PRODUCT MEETS ENERGY STAR RATING REQUIREMENTS.**
2. All window air conditioning units must be Energy Star Rated.
3. Product Installation. All window air conditioning units are to be delivered to CHCSA's main office. All window air conditioning units will be installed by CHCSA.
4. Product Disposal. All used/old units must be disposed according to Federal, State and Local code requirements, whichever is most restrictive. Used/old units must be destroyed beyond repair. Used/old cannot be repaired, retrofitted and/or sold. Used/old units will be maintained at CHCSA's main office until disposal is ordered, pick up by contractor will be required.
5. **Any additional cost should not be incurred, however, in the event, that additional costs do occur authorization from CHCSA must be obtained before contractor can proceed.**

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Purchase and Disposal of Window Air Conditioning Units
 Proposal No.

OPENED
 9:35
 5-25-11
 Witnessed


A. Window Air Conditioning Units

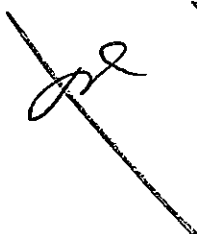
| Appliance | Window Unit | Quantity | Grand Total |
|---------------|-------------|----------|----------------|
| 1. 5,000 BTU | \$ 243.00 | X 100 | = \$ 24,300.00 |
| 2. 6,000 BTU | \$ 325.00 | X 100 | = \$ 32,500.00 |
| 3. 8,000 BTU | \$ 356.00 | X 50 | = \$ 17,800.00 |
| 4. 10,000 BTU | \$ 529.00 | X 10 | = \$ 5,290.00 |
| 5. 12,000 BTU | \$ 558.00 | X 50 | = \$ 27,900.00 |
| 6. 15,000 BTU | \$ 680.00 | X 75 | = \$ 51,000.00 |
| 7. 18,000 BTU | \$ 710.00 | X 5 | = \$ 3,550.00 |

*QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

| | | |
|--------------------------------------|-----------------------|---------------------------|
| Total for Section A & B Items 1-8 | Equipment \$ 3,401.00 | Grand Total \$ 162,340.00 |
|--------------------------------------|-----------------------|---------------------------|

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Purchase and Disposal of Window Air Conditioning Units
 Proposal No.

OPENED
 9:35
 5-25-11
 Witnessed


C. Disposal of Used/Old Window Air Conditioning Units and/or Heat Pumps

| Appliance | Labor | Quantity* | Grand Total |
|--|----------|-----------|----------------|
| 1. Window Air Conditioning Unit and/or Heat Pump | \$ 35.00 | X 400 | = \$ 14,000.00 |

*QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

| | | |
|-------------------------------|----------------|--------------------------|
| Total for Section C Item 1 | Labor \$ 35.00 | Grand Total \$ 14,000.00 |
|-------------------------------|----------------|--------------------------|

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PROPOSAL SHEET TOTALS

Please place the totals from the previous sections in the spaces provided below.

Window Air Conditioning Units
Item #1-7

Section A Grand Total \$ 162,340.00

Disposal of Old Window AC Units/Heat Pumps
Item # 1

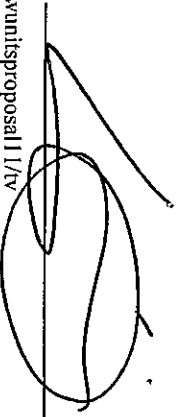
Section B Grand Total \$ 14,000.00

Total Price

Section A-B Grand Total \$ 176,340.00

PLEASE ENSURE TOTALS PER SECTION ARE ACCURATE

Proposer's Signature:



Date: 5/19/11

OPENED
9:35
5-25-11
Witnessed



EXHIBIT "F"

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

CERTIFICATION

| | |
|---|--|
| Proposer's and Company Name: Other Company Names or DBA's | AIR-PLUS HEATING & COOLING, INC. |
| SSN or Employer's Federal ID Number | 74-2909990 |
| Mailing Address: | 711 E. WISCONSIN RD. EDINBURG, TX. 78539 |
| Telephone: E-mail: | 956-381-5891 lupitagairplus@gmail.com |
| FAX: | 956-381-5461 |

I understand that Contractors and subcontractors must not be debarred, suspended, or ineligible according to the US General Services Administration's List of Parties Excluded from Federal Procurement or Non Procurement Programs.

I understand that I must carry adequate general liability and worker's compensation insurance. This insurance must be applicable to work done in **Hidalgo** County and must be in effect during the entirety of the contract period. Evidence of such insurance must be presented prior to the execution of the contract.

I understand that all work must be completed according to the Texas Department of Housing and Community Affairs and CHCSA's guidelines and conform to all applicable codes and general specifications.

I certify that I am not a board member, officer, employee or former employee or agent of CHCSA nor am I a family member, spouse of a board member, officer, employee or agent of CHCSA.

I have been provided a copy of the heating and cooling Request for Proposal package, reviewed the documents, and certify that all equipment will meet or exceed these standards and specifications.

I understand that I cannot alter any work without authorization from CHCSA.

I agree to provide CHCSA a sixty (60) day no interest charge for payment. Payments are made as window air conditioning units are delivered or disposed of and complete documentation is submitted.

I agree to provide proposed services without frequent delays.

EXHIBIT "F" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No:

CERTIFICATION con't

I understand that I must provide a one-year warranty on all work and that failure to complete warranty work may result in debarment from future heating and cooling contracts.

I understand that I must complete all work within the time period specified in the contract.

I understand that frequent client complaints will be just cause for contract termination.

I understand that failure to comply with contract requirements will be just cause for contract termination and will result in debarment from future heating and cooling contracts.

I will abide by the Texas Department of Housing and Community Affairs regulations pertaining to equal employment opportunity.

I understand that selected contractor(s) may be required to undergo background and credit verification prior to execution of contract.

I understand that CHCSA reserves the right to reject any and all Request for Proposals.

No member, officer, agency or employees of CHCSA shall be personally liable concerning any matters arising out of or in relation to the commitment heating and cooling funds with regards to feasibility or validity of the proposed subject.

I hereby certify that prices quoted in Exhibit E shall be the delivered price at any work site within the stated service delivery area (Hidalgo County) and shall include all packaging, handling shipping and delivery charges. I understand that County of Hidalgo Community Service Agency is exempt from state and local taxes and have therefore not included taxes in the pricing provided herein. I acknowledge that these prices must remain in effect throughout the original contract period and each extension period mutually agreed upon thereafter. I further certify that the quoted materials meet the specifications contained in this quotation document and will provide proof of same immediately upon request by CHCSA.

Leocadio Guerrero
Proposer's Name (please print)


Proposer's Signature

/ 5/19/11
Date

EXHIBIT “G”
Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than
Professional Services)

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

1. A Five Hundred Thousand Dollar (\$500,000.00) 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 (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) 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 Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). 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.

ACORD**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--|---|-----------------------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) \$ |
| | <input type="checkbox"/> CLAIMS MADE OCCUR | | | | MEDICAL (Any one person) \$ |
| | <input type="checkbox"/> OWNER'S & CONT. PROT | | | | PERSONAL & ADV INJURY \$ |
| | <input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY | | | | GENERAL AGGREGATE \$ |
| | <input type="checkbox"/> GEN L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | PRODUCTS - COMP/OP AGG \$ |
| | B | AUTOMOBILE LIABILITY | | | |
| <input type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) \$ |
| <input type="checkbox"/> ALL OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| <input type="checkbox"/> SCHEDULED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| <input type="checkbox"/> HIRED AUTOS | | | | | |
| <input type="checkbox"/> NON-OWNED AUTOS | | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY-EA ACCIDENT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC AGG \$ |
| | | | | | AUTO ONLY \$ |
| C | EXCESS LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DEDUCTIBLE | | | | \$ |
| | <input type="checkbox"/> RETENTION \$ | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | WC STATUS <input type="checkbox"/> OTHER TORY LIMITS |
| | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | E.L. DISEASE-EA EMPLOYEE \$ |
| | | | | | E.L. DISEASE-POLICY LIMIT \$ |
| | OTHER | | | | |

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, Leocadio Guerrero, authorized representative for Air-Plus Heating & Cooling, Inc.
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$ 750,000.00 General Liability: \$ 1,000,000.00

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



Authorized Representative

5/19/11

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

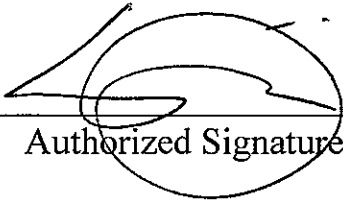
**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

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

- 1. Licenses: Air Conditioning Contractor License.
- 2. Bonds: City.
- 3. Certificates: Indoor Air Quaility Asso. certified - Res-Light Commercial
and Air Balance
- 4. Permits: City.
- 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 and proceed to complete the project in a timely manner.

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



Authorized Signature

5/19/11

Date

AIR-PLUS HEATING & COOLING, INC.

Company

711 E. WISCONSIN RD.

Address

EDINBURG, TEXAS 78539

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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 knowingly 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 who has a business relationship with local governmental entity.

AIR-PLUS HEATING & COOLING, INC.

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

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

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

N/A

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 governmental entity?

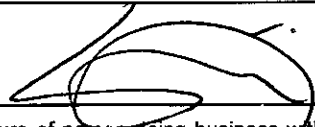
Yes No

C. Is the filer of this 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
Leocadio Guerrero

5/19/11

Date

PROPOSER'S AFFIDAVIT

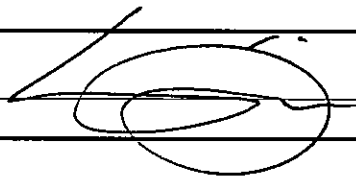
PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Leocadio Guerrero, being first duly sworn, deposes that:

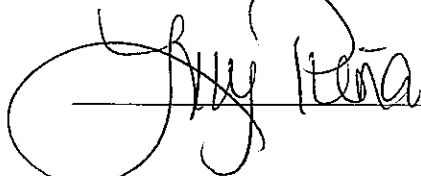
- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential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

Signature/Title: _____



President/Owner

Subscribed and sworn to before me this 19th day of May, 2011.

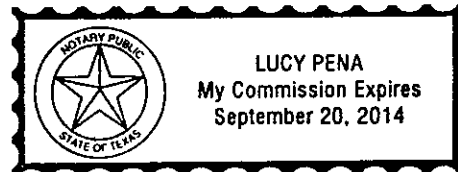


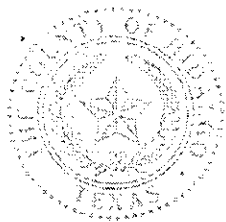
Notary Public

My commission expires: _____

September 20

, 2014.





HIDALGO COUNTY PURCHASING DEPARTMENT Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

| | |
|---|---|
| Company Name: <u>AIR-PLUS</u> <u>HEATING & COOLING INC</u> Telephone No. (<u>956</u>) <u>381-5891</u> | |
| dba Name: | |
| Legal Name: | |
| Mailing Address : <u>711 E. WISCONSIN RD.</u> Fax No. (<u>956</u>) <u>381-5461</u> | |
| Physical Address: <u>711 E. WISCONSIN RD.</u> | |
| City, State, Zip <u>EDINBURG, TX. 78539</u> Tax I.D. No. <u>74-2909990</u> | |
| Remit to Address : <u>P.O. Box 261</u> City, State, Zip <u>Edinburg, Tx. 78539</u> | |
| E-Mail Address: <u>lupitagairplus@gmail.com</u> | |
| Representative(s) Name(s) & Title(s) <u>Leocadio Guerrero, President/Owner</u> | |
| Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____ | |
| State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. <u>74-2909990</u> | |
| State of Incorporation: <u>Texas</u> Date: _____ Other: _____ | |
| Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input checked="" type="checkbox"/> Other, Specify <u>Air-Conditioning Contractor</u> | |
| Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Leocadio Guerrero, President/Owner</u> | |
| Small and/or Disadvantaged Business Information (check application criteria) Small Business: _____ Disadvantaged Business (At Least 51% Ownership) | |
| <ul style="list-style-type: none"> • <input type="checkbox"/> Less than 125,000 annual gross receipt • <input type="checkbox"/> Less than 250,000 annual gross receipt • <input checked="" type="checkbox"/> Less than 499,000 annual gross receipt • <input type="checkbox"/> More than 500,000 annual gross receipt | <ul style="list-style-type: none"> • <input type="checkbox"/> Black American • <input checked="" type="checkbox"/> Hispanic American • <input type="checkbox"/> Asian Pacific American • <input type="checkbox"/> Native American • <input type="checkbox"/> Women • <input type="checkbox"/> Other |
| Have you been certified as a HUB or an MBE/WBE source?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Indicate Certification No.(s): <u>1742909990000</u> or are Certificate(s) attached?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| What type of product(s) is/are solicited by your company? <u>Central Air & Heat Installation, Service & Repair</u> | |
| Would you like to be provided with specifications for procurements of such products?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____ | |
| Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____ | |

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom?: Texas Building & Procurement Commission • Other _____

Indicate Certification No(s): 1742909990000 or Are Certificate(s) Attached?: Yes • No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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.

You will not be subject to backup withholding on payments you receive 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 be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable 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 instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return) _____

Business name/disregarded entity name, if different from above
AIR-PLUS HEATING & COOLING, INC.

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
711 E. WISCONSIN RD.

City, state, and ZIP code
EDINBURG, TEXAS 78539

List account number(s) here (optional) _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

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

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

| Social security number | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|
| | | | | | | | | |


| Employer identification number | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|
| 7 | 4 | - | 2 | 9 | 0 | 9 | 9 | 0 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here Signature of U.S. person ▶  Date ▶ **5/19/11**

General Instructions

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

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.


Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: LEOCADIO GUERRERO
Title: President/Owner
Telephone Number: 956-381-5891
Date: 5/19/11

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

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification

to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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 the Hidalgo County Community Service Agency following a request for service by the Hidalgo County Community Service Agency Executive Director. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulation in providing the Services, and devote such time as is necessary to safe and efficiently provide the Services.

3. This Contract shall begin on Month 00, 2011 and end on Month 00, 2012 with the County's option to extend the contract for four (4) additional one (1) year terms.

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

6. Company shall ensure that no funds under this Contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship or instruction.

7. None of the funds provided under this Contract shall be used for influencing the outcome of any election or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Company or from furnishing to any member of its governing body upon request or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

8. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Company, the State of Texas, or the government of the United States.

9. None of the funds provided under this Contract shall be paid to any official or employee who violates any of the provisions of this contract.

10. Company shall provide insurance in force on all its vehicles and all persons (Workers' Compensation) connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "G" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

11. Company shall provide a sufficient amount of materials and a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services in accordance with the Specifications attached hereto.

12. Company shall establish, maintain and utilize internal control systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in Comprehensive Energy Assistance Program (CEAP) and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Company's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by County.

13. Company shall give County complete access to all of its records, employees and agents for the purpose of monitoring or investigating the Comprehensive Energy Assistance Program (CEAP) program. Company shall fully cooperate with Department's efforts to detect, investigate and prevent waste, fraud and abuse.

Company shall immediately notify the County of any identified instances of waste, fraud or abuse.

14. County will notify the funding source upon identification of possible instances of waste, fraud and abuse or other serious deficiencies.

15. Company may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to County or to any appropriate law enforcement authority, if the report is made in good faith.

16. Company shall indemnify and hold harmless County, 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 County 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.

17. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

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

19. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:

**The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company:

20. 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.

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

22. Any alterations, additions or deletions to the terms of this Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this Contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation

23. It is understood and agreed by the parties hereto that performances under this Contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by County to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this Contract by both parties, it is agreed by the parties hereto that the performance under this Contract may be amended in the following manner: Texas Department of Housing and Community Affairs (TDHCA), from time to time during the period of performance of this Contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this Contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this Contract, and shall be binding upon Company as if written herein.

24. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

25. Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this Contract, any alterations, additions or deletions to the terms of this Contract shall be amended hereto in writing and executed by both parties to this Contract.

26. Company represents that it possesses the practical ability and the legal authority to enter into this Contract, receive and manage the funds authorized by this Contract, and to perform the services Company has obligated itself to perform under this Contract.

27. The person signing this Contract on behalf of Company hereby warrants that he/she has been authorized by Company to execute this Contract on behalf of Company and to bind Company to all terms herein set forth.

28. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Company or the person signing this Contract to enter into this Contract or to render performances hereunder. Should such suspension or termination occur, Company is liable to County for any money it has received for performance of the provisions of this Contract.

29. After final payment and all other pending matters are closed, Company shall return all records concerning this Contract for four years after the fiscal year end of the year this Contract terminates.

30. This Agreement may be terminated by County without cause upon thirty (30) days written notice to Company.

31. No person shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

32. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

33. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

1. Meet schedules;
2. Pay any required fees or taxes; or
3. Otherwise perform in accordance with the specifications.

34. All contractors and sub-grants in excess of \$2,000 for construction or repair must comply with the Copland "anti-kickback" Act (18USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3) (the "Act"). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

35. Company covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Company further covenants that in the performance of this Contract no person having such interest shall be employed or appointed by Company.

36. No person (1) who is an employee, agent, consultant, officer, or official of the Company and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) who is in a position to participate in a decision making process or

gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure.

37. Company is required to comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity" and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.

38. The County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

39. The County is subject to applicable regulations governing patents and invention, including government-wide regulations issued by the Department o Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

40. The Federal Government has the right to:

- (1) obtain, reproduce, publish or otherwise use the data first produced under an award: and
- (2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

41. Texas Department of Housing and Community Affairs (TDHCA), the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to this Contract.

42. Company is required to comply with all applicable standards, order or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671] 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

43. Exhibits "A" through "G" (attached hereto) are fully incorporated in this Contract at this point for all purposes and shall be construed as a part of this Contract.

44. **Non-Exclusive Services:** Hidalgo County reserves the right to request these Services from other sources other than "**Purchase and Disposal of Window Air Conditioning Units**" contractors and shall not be in Violation of any terms or conditions of this Agreement if Hidalgo County request the services described herein from other sources.

45. All truck 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.

46. In no event shall Company be liable for special, indirect consequential, or liquidated damages for default or delay caused by the County.

WITNESS our hands in duplicate originals this ____ day of _____, 2011.

By: _____

Ramon Garcia, Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

COMPANY: .

By: _____

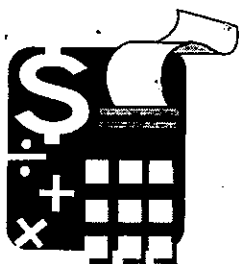
Printed Name: _____

Title: _____

Approved on Commissioners' Court _____

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

By: _____



J. A. (TONY) SANCHEZ, P.C.
Certified Public Accountant

4008 N. 22nd Street • McAllen, Texas 78504
Tel: (956) 618-1040 • Fax: (956) 618-1041

I have compiled the accompanying statement of assets, liabilities, and equity – income tax basis of AIR PLUS HEATING & COOLING, INC., (an S-Corporation), as of December 31, 2010 and the related statement of revenues and expenses – income tax basis, for year then ended. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with the income tax basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the income tax basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.


Tony Sanchez, CPA
A Professional Corporation

March 29, 2011

AIR PLUS HEATING & COOLING, INC.
STATEMENTS OF ASSETS, LIABILITIES, AND EQUITY - INCOME TAX BASIS
DECEMBER 31, 2010

ASSETS

| | | |
|-----------------------------|----|---------------|
| CURRENT ASSETS: | | |
| CASH ON HAND | \$ | 1,020.22 |
| CAPITAL ONE - 3820348337 | | (544.89) |
| A/R GUERRERO INVESTMENTS | | 3,338.81 |
| A/R - TRADE | | 195,001.92 |
| INVENTORY | | 30,000.00 |
| | | <hr/> |
| TOTAL CURRENT ASSETS: | | \$ 228,816.06 |
| PROPERTY & EQUIPMENT: | | |
| MACHINERY & EQUIPMENT | | 35,350.59 |
| OFFICE FURN & EQUIPMENT | | 4,428.00 |
| VEHICLES | | 278,539.72 |
| LEASEHOLD IMPROVEMENTS | | 8,281.45 |
| ACCUMULATED DEPRECIATION | | (214,041.03) |
| | | <hr/> |
| TOTAL PROPERTY & EQUIPMENT: | | 112,558.73 |
| | | <hr/> |
| TOTAL ASSETS | | \$ 341,374.79 |
| | | <hr/> <hr/> |

SEE ACCOUNTANT'S REPORT

AIR PLUS HEATING & COOLING, INC.
STATEMENTS OF ASSETS, LIABILITIES, AND EQUITY - INCOME TAX BASIS
DECEMBER 31, 2010

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:

| | |
|-------------------------|--------------|
| A/P - TRADE | \$ 47,133.65 |
| PAYROLL TAX LIABILITIES | 3,109.17 |

| | | |
|----------------------------|--|--------------|
| TOTAL CURRENT LIABILITIES: | | \$ 50,242.82 |
|----------------------------|--|--------------|

LONG-TERM DEBT:

| | |
|---------------------------|-----------|
| N/P - ALLY: 2010 SIERRA | 15,149.55 |
| N/P- ALLY: '10 CHEV SILV. | 24,457.51 |
| N/P - TOYOTA FINANCIAL | 5,890.81 |

| | | |
|-----------------------|--|-----------|
| TOTAL LONG-TERM DEBT: | | 45,497.87 |
|-----------------------|--|-----------|

EQUITY:

| | |
|-----------------------|-------------|
| RETAINED EARNINGS | 241,951.06 |
| COMMON STOCK | 1,000.00 |
| EXCESS PAID CAPITAL | 127,179.88 |
| SUB-S DISTRIBUTIONS | (69,000.00) |
| CURRENT YEAR EARNINGS | (55,496.84) |

| | | |
|---------------|--|------------|
| TOTAL EQUITY: | | 245,634.10 |
|---------------|--|------------|

| | | |
|--|--|---------------|
| TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY | | \$ 341,374.79 |
|--|--|---------------|

SEE ACCOUNTANT'S REPORT

AIR PLUS HEATING & COOLING, INC.
STATEMENT OF REVENUES AND EXPENSES - INCOME TAX BASIS
FOR THE YEAR ENDED DECEMBER 31, 2010

| | — Year to Date — | |
|-----------------------------|------------------|-------|
| | Actual Percent | |
| REVENUES: | | |
| SALES | \$1,176,608.21 | 100.0 |
| * TOTAL REVENUES: | 1,176,608.21 | 100.0 |
| COST OF SALES: | | |
| COST OF GOOD SOLD | 644,551.36 | 54.8 |
| SUBCONTRACTORS - JOBS | 27,840.35 | 2.4 |
| * TOTAL COST OF SALES: | 672,391.71 | 57.1 |
| * GROSS MARGIN ON SALES | 504,216.50 | 42.9 |
| OPERATING EXPENSES: | | |
| ADVERTISING | 5,229.00 | 0.4 |
| AUTOMOBILE EXPENSE | 23,062.71 | 2.0 |
| INTEREST & BANK CHARGES | 2,567.08 | 0.2 |
| COMMISSIONS | 1,077.53 | 0.1 |
| DEPRECIATION EXPENSE | 31,809.00 | 2.7 |
| DUES & SUBSCRIPTIONS | 320.00 | 0.0 |
| EMPLOYEE BENEFITS | 1,314.25 | 0.1 |
| INSURANCE - OTHER | 6,282.00 | 0.5 |
| INSURANCE - HEALTH | 13,128.06 | 1.1 |
| INSURANCE - AUTO | 1,118.42 | 0.1 |
| INSURANCE - WORK COMPS | 12,764.00 | 1.1 |
| PERMITS & LIC FEES - JOBS | 2,766.57 | 0.2 |
| MISCELLANEOUS | 16.00 | 0.0 |
| OFFICE EXPENSE | 11,929.41 | 1.0 |
| PROFESSIONAL FEES | 6,310.00 | 0.5 |
| RENT - BUILDING | 37,500.00 | 3.2 |
| REPAIRS & MAINTENANCE | 742.74 | 0.1 |
| RETIREMENT / IRA PLAN | 7,498.74 | 0.6 |
| TELEPHONE | 4,507.57 | 0.4 |
| MEALS & ENTERTAINMENT | 60.71 | 0.0 |
| UNIFORMS | 309.22 | 0.0 |
| UTILITIES | 4,093.16 | 0.3 |
| SALARIES & WAGES | 344,326.17 | 29.3 |
| SUPPLIES/TOOLS | 429.20 | 0.0 |
| TAXES - FRANCHISE | 3,323.44 | 0.3 |
| TAXES - SALES TAXES | 4,005.80 | 0.3 |
| TAXES - PAYROLL | 33,222.56 | 2.8 |
| * TOTAL OPERATING EXPENSES: | 559,713.34 | 47.6 |
| * NET OPERATING INCOME | (55,496.84) | (4.7) |
| * NET INCOME | \$ (55,496.84) | (4.7) |

SEE ACCOUNTANT'S REPORT

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502. CONTACT NAME: [Blank] PHONE: 956 682-9423 FAX: 956871286. INSURED: Air Plus Heating & Cooling Inc 711 East Wisconsin Edinburg, TX 78539. INSURER A: Texas Mutual Insurance Company NAIC #: 22945.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL NSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information ** Voluntary Compensation (See Attached Descriptions)

CERTIFICATE HOLDER: County of Hidalgo Community Service Agency 2524 N Closser Edinburg, TX 78539. CANCELLATION 10 Days for Non-Payment. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Brian E Lewis



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2011

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

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

| | | |
|--|---|--|
| PRODUCER PRIME INTEGRITY INSURANCE AGENCY 801 N Ware Road McAllen, TX 78501 | CONTACT NAME: PHONE (AC, HQ, Ext): (956) 696-1100 FAX (AVO, No): (977) 241-7523 | |
| | E-MAIL ADDRESS: primeintegrity@att.net | |
| INSURED Air Plus Heating & Cooling 711 E Wisconsin Edinburg, TX 78539 956-381-5891 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Cypress Texas Lloyds | |
| | INSURER B: Travelers | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADOL INSR | ISWR YWD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|--|----------|-----------------|-------------------------|-------------------------|--|-----------------------------------|
| A | GENERAL LIABILITY | | | GTX-1006117 -01 | 3/24/2011 | 3/24/2012 | EACH OCCURRENCE \$1,000,000 | |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 | |
| | | | | | | | MED EXP (Any one person) \$ 5,000 | |
| | | | | | | | PERSONAL & ADV INJURY \$1,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG | | | | | | GENERAL AGGREGATE \$2,000,000 | |
| | | | | | | | PRODUCTS - COM/OP AGG \$2,000,000 | |
| | | | | | | | \$ | |
| B | AUTOMOBILE LIABILITY | | | BA9336X706 | 5/7/2011 | 5/7/2012 | COMBINED SINGLE LIMIT (Ea accident) \$ 750,000 | |
| | <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ | |
| | UMBRELLA LIAB EXCESS LIAB | | | | | | EACH OCCURRENCE \$ | |
| | | | | | | | AGGREGATE \$ | |
| | | | | | | | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATU-TORY LIMITS OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT \$ | |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Community Service Agency
 2802 S. Business Highway 281
 Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF TEXAS
LEOCADIO GUERRERO

AIR CONDITIONING &
REFRIGERATION CONTRACTOR

AIR PLUS HEATING & COOLING INC

LIC.# TA CLB12033C
EXPIRES 11/06/2011



TEXAS DEPARTMENT OF LICENSING AND REGULATION

State of Texas

Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

AIR-PLUS HEATING & COOLING, INC.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 22-APR-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in cursive script that reads "Paul A. Gibson".

Certificate/VID Number: 1742909990000
File/Vendor Number: 29544
Approval Date: 20-APR-2011
Expiration Date: 20-APR-2015

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

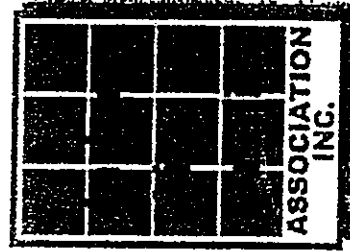
Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

INDOOR AIR QUALITY ASSOCIATION
2005 INDIVIDUAL MEMBERSHIP CERTIFICATE

THIS DOCUMENT IS TO CERTIFY THAT

Leo Guerrero
Membership ID #2511

IS A MEMBER IN GOOD STANDING AND ENTITLED TO ALL
RIGHTS & PRIVILEGES OF ASSOCIATION MEMBERSHIP



A handwritten signature in black ink, appearing to read "Glenn E. Fellman".

Glenn E. Fellman, Executive Director

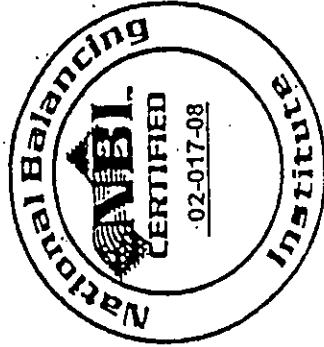
**CERTIFIED RESIDENTIAL AND LIGHT COMMERCIAL
AIR BALANCING AND DIAGNOSTIC TECHNICIAN**

LEOCADIO GUERRERO

Has successfully participated in the training and passed a required written examination by the

NATIONAL BALANCING INSTITUTE

to perform HVAC airflow diagnostics and air balancing for residential and light commercial systems according to NBI standards and practices.



February 27, 2002

A handwritten signature in black ink, appearing to read "Rob Falke", is written over a horizontal line.

Rob Falke, National Balancing Institute

EXHIBIT “E”

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

- A. Window Air Conditioning Units
- B. Disposal old Window Air Conditioning Units and old Window Heat Pumps

TECHNICAL SPECIFICATIONS

1. Product information. Upon deemed qualified, proposer will be required to submit technical specifications for Window Air Conditioning Units. **PROPOSER'S SUBMISSION MUST INCLUDE WARRANTY INFORMATION, A 1-800 SERVICE NUMBER FOR THE USE OF CLIENTS AND/OR AGENCY STAFF AND DOCUMENTATION THAT THE PROPOSED PRODUCT MEETS ENERGY STAR RATING REQUIREMENTS.**
2. All window air conditioning units must be Energy Star Rated.
3. Product Installation. All window air conditioning units are to be delivered to CHCSA's main office. All window air conditioning units will be installed by CHCSA.
4. Product Disposal. All used/old units must be disposed according to Federal, State and Local code requirements, whichever is most restrictive. Used/old units must be destroyed beyond repair. Used/old cannot be repaired, retrofitted and/or sold. Used/old units will be maintained at CHCSA's main office until disposal is ordered, pick up by contractor will be required.
5. **Any additional cost should not be incurred, however, in the event, that additional costs do occur authorization from CHCSA must be obtained before contractor can proceed.**

EXHIBIT "E" cont'd

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
 Purchase and Disposal of Window Air Conditioning Units
 Proposal No.

OPENED
 9:25
 5-25-11
 Witnessed

A. Window Air Conditioning Units

| Appliance | Window Unit | Quantity | Grand Total |
|---------------|-------------|----------|----------------|
| 1. 5,000 BTU | \$ 243.00 | X 100 | = \$ 24,300.00 |
| 2. 6,000 BTU | \$ 325.00 | X 100 | = \$ 32,500.00 |
| 3. 8,000 BTU | \$ 356.00 | X 50 | = \$ 17,800.00 |
| 4. 10,000 BTU | \$ 529.00 | X 10 | = \$ 5,290.00 |
| 5. 12,000 BTU | \$ 558.00 | X 50 | = \$ 27,900.00 |
| 6. 15,000 BTU | \$ 680.00 | X 75 | = \$ 51,000.00 |
| 7. 18,000 BTU | \$ 710.00 | X 5 | = \$ 3,550.00 |

*QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

| | | |
|--------------------------------------|-----------------------|---------------------------|
| Total for Section A & B Items 1-8 | Equipment \$ 3,401.00 | Grand Total \$ 162,340.00 |
|--------------------------------------|-----------------------|---------------------------|

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

OPENED
9:35
5-25-11
Witnessed
[Signature]

C. Disposal of Used/Old Window Air Conditioning Units and/or Heat Pumps

| Appliance | Labor | Quantity* | Grand Total |
|--|----------|-----------|----------------|
| 1. Window Air Conditioning Unit and/or Heat Pump | \$ 35.00 | X 400 | = \$ 14,000.00 |

*QUANTITIES ARE ESTIMATES ONLY, ANY ITEM MAY VARY IN QUANTITY

| | | |
|---------------------|----------------|--------------------------|
| Total for Section C | Labor \$ 35.00 | Grand Total \$ 14,000.00 |
| Item 1 | | |

EXHIBIT "E" con't

COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
Purchase and Disposal of Window Air Conditioning Units
Proposal No.

PROPOSAL SHEET TOTALS

Please place the totals from the previous sections in the spaces provided below.

Window Air Conditioning Units
Item #1-7
Section A Grand Total \$ 162,340.00

Disposal of Old Window AC Units/Heat Pumps
Item # 1
Section B Grand Total \$ 14,000.00

Total Price
Section A-B Grand Total \$ 176,340.00
PLEASE ENSURE TOTALS PER SECTION ARE ACCURATE

OPENED
9:35
5-25-11
Witnessed



Proposer's Signature: _____ Date: 5/19/11

C:/procurement/2011/windowunitsproposal11/tv

EXHIBIT “G”

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2010

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

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

PRODUCER: Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502. CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956871286. INSURED: Air Plus Heating & Cooling Inc 711 East Wisconsin Edinburg, TX 78539. INSURER(S) AFFORDING COVERAGE: INSURER A: Texas Mutual Insurance Company NAIC #: 22945.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) ** Workers Comp Information ** Voluntary Compensation (See Attached Descriptions)

CERTIFICATE HOLDER: County of Hidalgo Community Service Agency 2524 N Closner Edinburg, TX 78539. CANCELLATION 10 Days for Non-Payment. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Brian E Lewis

DESCRIPTIONS (Continued from Page 1)

Proprietors/Partners/Executive Officers/Members Excluded:
Lupita Guerrero, Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2011

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

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

| | | | | | | | | | | | | | | | |
|---|---|-------------------------------|-------|--|--|-----------------------------|--|------------|--|------------|--|------------|--|------------|--|
| PRODUCER PRIME INTEGRITY INSURANCE AGENCY 801 N Ware Road McAllen, TX 78501 | CONTACT NAME: PHONE (A/C, No. Ext): (956) 686-1100 FAX (A/C, No.): (977) 241-7521 E-MAIL ADDRESS: primeintegrity@att.net | | | | | | | | | | | | | | |
| INSURED Air Plus Heating & Cooling 711 E Wisconsin Edinburg, TX 78539 956-381-5891 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAICS</td> </tr> <tr> <td>INSURER A: Cypress Texas Lloyds</td> <td></td> </tr> <tr> <td>INSURER B: Travelers</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAICS | INSURER A: Cypress Texas Lloyds | | INSURER B: Travelers | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAICS | | | | | | | | | | | | | | |
| INSURER A: Cypress Texas Lloyds | | | | | | | | | | | | | | | |
| INSURER B: Travelers | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | MODEL NBR | MODEL WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|-----------|------------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO: <input type="checkbox"/> LOG | | | GTX-1006117 -01 | 3/24/2011 | 3/24/2012 | EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$100,000 MED EXP (Any one person) \$ \$5,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | BA8336X706 | 5/7/2011 | 5/7/2012 | COMBINED SINGLE LIMIT (Ea accident) \$ 750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | IWC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County Community Service Agency
 2802 S. Business Highway 281
 Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

APPROVED

AI-27839

15. F. 1.

CC REGULAR

Meeting Date: 08/16/2011

Submitted For: Martha L. Salazar

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation by Community Service Agency of grid of responses received with recommendation for the purpose of award and approval of contract by CC to the most qualified proposal received meeting all specifications/requirements/criteria as attached hereto for "Hidalgo County Community Service Agency--Purchase and Disposal of Window Units" RFP #2011-126-05-25-YSI.

BACKGROUND

Agreement approved as to form by legal counsel on 04-29-11

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available through Community Service Agency's Department.

Attachments

[ai request.27839](#)

[csa recomend.27893](#)

[acceptance sheet](#)

[scoring grid](#)

[agreement](#)

Form Review

| <u>Inbox</u> | <u>Reviewed By</u> | <u>Date</u> |
|-----------------------|--------------------|---------------------|
| Budget & Management | Merlen P. Munoz | 08/02/2011 01:40 PM |
| Erika Zamora | Angela Garcia | 08/04/2011 09:03 AM |
| Purchasing Department | Marty Salazar | 08/10/2011 01:05 PM |
| Erika Zamora | Erika Zamora | 08/11/2011 02:53 PM |
| Auditor's Office | Arcilia Duran | 08/11/2011 04:08 PM |
| Purchasing Department | Marty Salazar | 08/11/2011 04:39 PM |

Form Started By: Yvette Islas

Started On: 08/02/2011 11:29 AM

Final Approval Date: 08/11/2011

2. **AI-28041** Requesting approval of Work Authorization #4 in the amount of \$4,496.64 from L&G Engineering Laboratory, LLC to provide Construction Materials Testing Services for Mile 12½ North Road (between FM 88 & Mile 4) Project in Hidalgo County Precinct 1 in connection with Contract #C-10-319-10-19 (approved by CC on 10/19/10).

3. **AI-27957** a. Pursuant to current contract with L&G (Article 14 of Contract #C-11-054-04-12), a request by engineer to permit the subcontracting of Ergonomic Transportation Solution Inc. in connection to request for action on Work Authorization #2 of the Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road In Precinct 1; and

b. Acceptance and approval of Work Authorization #2-in the amount of \$5,900.00 to conduct a Multi-Way Stop Control Warrant Study at intersection of Old La Blanca and Sioux Road in Precinct 1 as submitted by the project Engineer L&G Engineering in connection with Contract #C-11-054-04-12-Professional Engineering Services On-Call Services-MPO and HCRMA, Traffic Studies County Wide Projects.

C. Pct. 3

1. **AI-28008** a. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for, "Mile 2 Road Project (Moorefield Road to La Homa Road) for Precinct No. 3," with L & G Consulting Engineers Inc., as authorized & approved for negotiations by CC on 06/29/11.

b. Acceptance and approval of Work Authorization No. 1 (estimated cost of \$490,606.33) for provision of engineering services required by Pct. #3 consisting of: ROW Mapping, Surveying, Right-of-Way Acquisition and Roadway Design for Mile 2 North Project from Moorefield Rd West to SH 364 (La Homa Rd)" with L&G Engineering under contract No. C-11-195-08-16

2. **AI-28007** Approval to execute contract awarded by CC on 07/19/11 to Valley Boring Service, LLC., in the amount of \$73,160.00 for the "Drainage Improvements to 2 Mile Line Abram Rd." 36" Dry Bore Method under H.C.I.D. No. 6 Canal," and authorize project engineer, Javier Hinojosa Engineering, to issue and forward "Notice to Proceed" to contractor.,

3. **AI-27948** Requesting approval of a professional architectural services contract with ERO Architects for the purposes of an "On-Call" (and on an as needed basis) for County - Owned Buildings/Structures located within Precinct No. 3 area in connection with necessary/needed repairs/renovations/remodeling and/or additions on a per project basis through AIA forms of Agreements and as selected for negotiations through County's protocol from the "POOL" of Architects (C.C. on 06/21/11).

4. **AI-28006** Acceptance and approval to execute a Construction Material Testing Services contract with L&G Engineering Laboratory LLC for Precinct No. 3 (on an as needed basis) Projects as approved by CC for negotiations on CC 07/12/11.

D. Health & Human Services Dept.

1. **AI-27956** Requesting approval of Change Order No. 3 increasing number of days for completion of project: "Hidalgo County Primary Care and Substance Abuse Facility Site and Utility Improvements", awarded to The 5125 Company Contract No. C-10-050-03-23 with authority for County Judge or Court Member to execute document.

E. WIC

1. **AI-27487** Presentation of bid(s) received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract by Commissioners Court for the Request for Bid titled: Hidalgo County WIC Program-"Lease Office Space-City of Donna" through project No.: 2011-151-07-06-SGS.

F. Community Service Agency

1. **AI-27839** Presentation by Community Service Agency of grid of responses received with recommendation for the purpose of award and approval of contract by CC to the most qualified proposal received meeting all specifications/requirements/criteria as attached hereto for "Hidalgo

approved

approved

approved

approved

approved

approved

approved

approved

approved

approved

approved

County Community Service Agency--Purchase and Disposal of Window Units" RFP #2011-126-05-25-YSI.

G. Sheriff's Office

- 1. **AI-27942** Presentation of bid(s) received for the purpose of award and approval of contract(s) by CC to vendors submitting lowest pricing and meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office-Commissary Supplies through RFB No. 2011-083-06-15-SMA.
- 2. **AI-28020** Requesting approval of Supplemental Agreement No. 1 to C-08-223-11-04, (an increase in the amount of \$7,620.80),for current contract with Dos Logistics, Inc. for the Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area, to reflect additional construction staking required.

approved

approved

16. Closed Session:
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A.** Real Estate Acquisition
- B.** Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
- C.** Pending and/or potential litigation
- D. AI-27986** Claim of Elvia Rodriguez
- E. AI-27988** Claim of City of Penitas
- F. AI-28050** CL-11-2386-A; Arturo & Erica Garza v. Justice Court Pct. 3 Pl.1, Hidalgo County, et.al

17. Open Session:

- A.** Real Estate Acquisition and appropriation for same
- B.** Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al
- C.** Pending and/or potential litigation
- D. AI-27987** Claim of Elvia Rodriguez
- E. AI-27989** Claim of City of Penitas
- F. AI-28052** CL-11-2386-A; Arturo & Erica Garza v. Justice Court Pct. 3 Pl.1, Hidalgo County, et.al

18. Closed Session:
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

19. Open Session:
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

20. Adjourn