



ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Head Start, 1301 Young Street, Room 937, Dallas, TX 75202 www.eclkc.ohs.acf.hhs.gov

July 30, 2013

Dear Executive Director:

As you are aware the Office of Head Start Region VI issued a prior notification to your agency regarding upcoming internal transitions as it related to grantee assignments.

Over the course of the past month, we have experienced additional transitions which impacted finalizing our systematic internal reassignments. A decision was made to delay this notification until today, to ensure you had the most up-to-date information.

I would like to remind everyone that continuous assessment of an agency's progression within a constantly changing business environment is essential for all of us. While oftentimes these changes are due to transitions of personnel, it is also about coming to the realization that we need to move toward efficiency in operations and constantly assess various strategies to improve customer service. We will continue our state-based organizational structure with these refinements and personnel reassignments to States within our Region.

I recognize the uncertainty of change is normally followed with a degree of anxiety; however, I would like to assure you that staff assignments were made with an expectation of a detailed briefing of your grant as it passed hands in order to sustain continued quality services provided by our office. All Program Specialists were asked to communicate to you directly, who your new assigned Program Specialist would be and their contact information in order to ensure a fluid transition. These assignments are effective August 1, 2013.

The OHS Region VI will continue to operate in partnership with the support of the Regional Grants Management Unit, Head Start State Collaboration Directors, and the Training and Technical Assistance Network to help you achieve local, state, and national goals and objectives. The enclosed Region VI Contact Sheet identifies your primary contacts as it relates to both the programmatic and financial aspect of your grant and identifies other partners who have a vested interest in your organization's performance and success. Feel free to reach out to these individuals when you have need.

Thank you for your continued focus on quality outcomes for your staff, children, families and their communities.

Sincerely,

Kimberly Chalk
Regional Program Manager
Office of Head Start, Region VI

Enclosure

cc: Board of Directors (all members)
Policy Council (all members)
Head Start and/or Early Head Start Director
Chief Financial Officer
Office of Head Start Region VI (all Program Specialists)
Regional Grants Management Officer
Head Start State Collaboration Office Director (within Region VI)
Training and Technical Assistance Network



OHS Region VI

Contact Sheet

As of August 1, 2013

Grant #: **06CH0183**

Program Specialist –Point of Contact Programmatic questions or concerns

Michelle Helmke
(214) 767-8852
michelle.helmke@acf.hhs.gov

Regional Office Area Lead – State Specific, Secondary Programmatic Point of Contact

Paul McSpadden
(214) 767-8832
paul.mcspadden@acf.hhs.gov

Grants Management Specialist –Point of Contact Fiscal questions or concerns

Eric Weiss
(214) 767-8823
eric.weiss@acf.hhs.gov

Grants Management Team Leader – Secondary Fiscal Point of Contact

Janice Pruitt
(214)767-2972
janice.pruitt@acf.hhs.gov

Early Childhood Education Specialist – Training & Technical Assistance Network

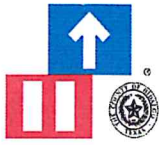
Yolanda Castro
(830) 714-5572
castro_yolanda@bah.com

Head Start State Collaboration Office Director

LaShonda Y. Brown
(866) 282-7780 or (713) 500-3835
LaShonda.Brown@uth.tmc.edu

Region 6 Head Start Telephone Numbers:

(214)767-2981 –OHS main telephone number
(214)767-2038 – OHS main fax number



Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: August 14, 2013

SUBJECT: Discussion/Approval of Adjustment to the Hours of Operation

RATIONALE/NEED: The adjustment to the Hours of Operation will safeguard instructional time and will adjust nap time.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Memo to Policy Council

INITIATED BY: Teresa Flores, Executive Director


REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: *Teresa Flores*



Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Tx. 78540-0117

To: Policy Council
From: Teresa Flores, Executive Director 
Date: August 6, 2013
Subject: Hours of Operation/Daily Schedule

Head Start is an important milestone in the educational lives of children. A positive “school” experience makes it much more likely that the coming years of schooling will also be positive. Research has demonstrated that the first five years are especially important to children’s future brain development. Head Start provides a tremendous opportunity to help children build a strong foundation in all areas of development. This can be done best by providing a wealth of hands-on activities where children can learn through play and exploration, with the guidance of a caring teacher who intentionally plans experiences for them.

It is the intent of the Hidalgo County Head Start Program to provide quality educational services to the children it serves, and to ensure future success in school. It is with this goal in mind, that a change to the hours of operation and the classroom daily schedule is required. After a careful review of the Federal Regulations, the new expectations for school readiness, and an extensive discussion with staff, it has been concluded that changing the hours of operation from 7:30 a.m. to 5:30 p.m. to **7:45 a.m. to 5:15 p.m.** will allow the classroom staff to provide additional instructional time to the children. Other changes also include modifications to the daily schedule that will allow the program to safe guard instructional time. These changes include the following:

- Beginning the instructional day at 8:15 a.m.
- Specific time frames for skill development, and
- A shorter nap period (from two hours to one). This change will shorten the amount of time the children are left alone with one classroom staff. Although staff’s lunch break will be thirty (30) minutes, they will be arriving to work fifteen (15) minutes later and will be leaving fifteen (15) minutes earlier.

The new hours of operation will continue to allow time for working parents to drop off and pick up their children on time.

The Hidalgo County Head Start Program continues to look for innovative ways of providing quality services to children and families. Although financial resources have been reduced considerably, the Program continues to strive to achieve excellence in all areas of the program especially in the area of early childhood development. We look forward to another successful year and to a very successful Federal Review.



Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: August 14, 2012

SUBJECT: Discussion/Approval of Addenda to Transportation and Health Services 2013-2014 Program Plans

RATIONALE/NEED: The monitoring component to the Plans was inadvertently left out during the review and revisions process. This component is critical to the implementation of the Plans.

RECOMMENDATION: Administration recommends approval.

COST: N/A

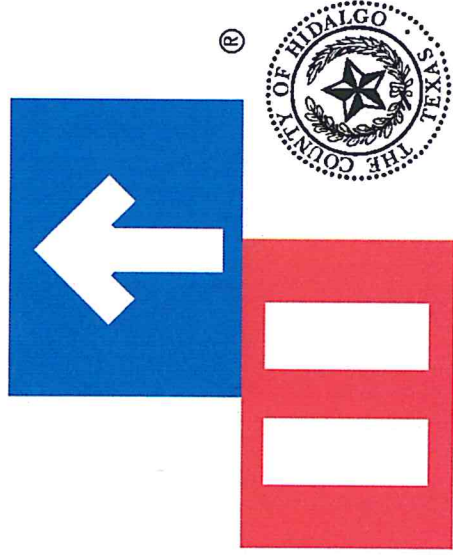
RELATED INFORMATION INCLUDES: Addendum Section to the Transportation and Health Services 2013-2014 Program Plans

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: *Teresa Flores*

Addendum to Transportation Program Plan 2013-2014



Performance Standard C.F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2013-2014

PERFORMANCE STANDARD: 1304.51 (i) (2)

GOAL: The Hidalgo County Head Start Program establishes and implements procedures for on-going monitoring of transportation services to ensure effective implementation of Federal Regulations.

OBJECTIVE: To ensure the transportation services aspect of the program are effectively implemented following Federal Regulations.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
<p>1. The Transportation Services Department Staff will participate in the programs annual self-assessment.</p> <p>2. The Center Manager and Transportation Coordinator use the following procedure to ensure the on-going monitoring of the program's transportation services.</p> <p>3. Pre/Post Trip Inspection Report-the Pre-Trip Inspection is conducted in the mornings before the the bus begins the route to ensure the bus is safe and road worthy. In the event the driver identifies any mechanical malfunction, he reports it to the Fields Operation Director or Transportation Coordinator and does not operate the bus until the malfunction is corrected. This will ensure the safety of the children and the bus staff as well. The Post-Trip Inspection is conducted at the end of the Workday to ensure the bus is still in safe operating condition.</p>	<p>Administrative Team, Consultants, Center Staff, Parents</p> <p>Bus Driver</p> <p>Bus Driver</p>	<p>Executive Program Director, Assistant Program Directors, Policy Council</p> <p>Field Operations Director, Transp./Maint. Coordinator</p> <p>Field Operations Director, Transp./Maint. Coordinator</p>	<p>PY 2013-2014 (as scheduled in the program's calendar)</p> <p>Daily (workdays)</p> <p>Daily (workdays)</p>	<p>Protocol for the 2013-2014 Federal Review</p> <p>Pre/Post Inspection Report</p> <p>Pre/Post Inspection Report</p>

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2013-2014

PERFORMANCE STANDARD: 1304.51 (i) (2) continued

GOAL: The Hidalgo County Head Start Program establishes and implements procedures for on-going monitoring of transportation services to ensure effective implementation of Federal Regulations.

OBJECTIVE: To ensure the transportation services aspect of the program are effectively implemented following Federal Regulations.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
<p>4. Bus Route Monitoring Report-The Center Manager and Transportation Coordinator will ride each bus, unannounced, a minimum of three times per school year to ensure all Federal Regulations are being met. A checklist will ensure all required documentation is approved for all children being transported; all required safety equipment, such as, a Certified Fire Extinguisher with identifiable sign and mounted on bracket, well supplied First Aid Kit, Emergency blanket, bio-hazard material kit, seat belt cutter mounted away from children's reach.</p>	<p>Center Manager, Transp./Maint. Coordinator, Field Operations Director</p>	<p>Center Manager, Transp./Maint. Coordinator, Field Operations Director</p>	<p>PY 2013-2014</p>	<p>Bus Route Monitoring Report</p>
<p>5. This monitoring instrument will also ensure the observation of children being assisted when boarding and exiting the bus and the implementation of the approved Child's Safety Restraint System. Part of the bus monitoring will also enable the monitor to observe the bus driver conduct a thorough check for any children or personal belonging left behind.</p>	<p>Center Manager, Transp./Maint. Coordinator, Field Operations Director</p>	<p>Center Manager Transp./Maint. Coordinator Field Operations Director</p>	<p>PY 2013-2014</p>	<p>Bus Route Monitoring Report</p>

HIDALGO COUNTY HEAD START PROGRAM
TRANSPORTATION PLAN
2013-2014

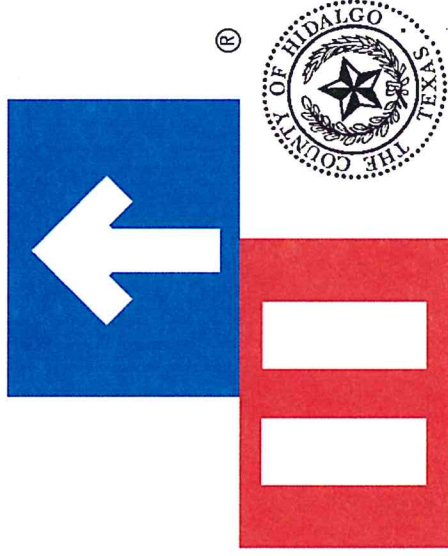
PERFORMANCE STANDARD: 1304.51 (i) (2) continued

GOAL: The Hidalgo County Head Start Program establishes and implements procedures for on-going monitoring of transportation services to ensure effective implementation of Federal Regulations.

OBJECTIVE: To ensure the transportation services aspect of the program are effectively implemented following Federal Regulations.

TASK TO BE ACCOMPLISHED	PERSON RESPONSIBLE	PERSON RESPONSIBLE FOR MONITORING	PROJECTED DATE OF COMPLETION	DOCUMENTS
<p>6. Behind the Wheel Driver Education-The Field Operations Director and/or Transportation Coordinator conducts the evaluation during the bus driver's interview to determine if the applicant is physically able to drive a bus and also observe if the driver is observing all Local, State and Federal Traffic Laws, including Railroad Crossing and avoiding wide right turns. The driver's respective Center Manager will conduct the same evaluation at the time of driver's annual performance evaluation.</p>	<p>Field Operations Director, Transp./Maint. Coordinator, Center Manager</p>	<p>Field Operations Director Transp./Maint. Coordinator, Center Manager</p>	<p>Pre-Employment, Annual Evaluation</p>	<p>Behind the Wheel Driver Evaluation</p>

Addendum to Health Services Program Plan 2013-2014



Performance Standard C.F. Regulation: 1304.51 (i) (2) Ongoing Monitoring



**HIDALGO COUNTY EARLY HEAD START / HEAD START PROGRAM
EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN
2013 – 2014**

PERFORMANCE STANDARD C. F. Regulation: 1304.51 (i) (2) Ongoing Monitoring

GOAL: The *HIDALGO COUNTY EARLY HEAD START / HEAD START PROGRAM* will ensure that the program is effectively implementing Federal regulations.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
<p>I. Child Health Summary – The parent/guardian will assist staff by providing up-to-date health information. For example: medical provider information, physical/dental exams, vision/hearing screening, immunizations, tuberculin and lead testing. The information will allow us to update the child's health status according to State/Federal guidelines.</p>	<p>Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers</p>	<p>Center Managers Nurse Health Services Director</p>	<p>Prior to first day of school 45 days 90 days Ongoing</p>	<p>Medical Provider Information Physical Exam Dental Exam Vision/Hearing Screening Immunization Card Promis Tracking System</p>
<p>II. Accident/Incident Report – In case of an emergency involving a Head Start child, the staff will notify the parent/guardian immediately. If the parent/guardian is unavailable, the staff will notify the emergency contact. A notice of illness or injury will be sent home with the child. Documentation will be written in the family contact notes and an accident report will be sent to administration.</p>	<p>Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers</p>	<p>Center Managers Nurse Health Services Director</p>	<p>Ongoing</p>	<p>Notice of Injury/Illness Family Contact Notes Accident/Incident Report</p>
<p>III. Suspected Child Abuse Report – Staff will report all suspected causes of abuse and neglect to the appropriate agency immediately. Also, staff will complete the Suspected Abuse and Neglect form and including a summary of the incident that occurred. All information is kept strictly confidential and secured under lock and key. Staff will receive annual training from local agencies and the health department on reporting suspected abuse and neglect.</p>	<p>Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers</p>	<p>Center Managers Nurse Health Services Director</p>	<p>Ongoing</p>	<p>Suspected Child Abuse and Neglect Form</p>
<p>IV. Medication Administration Agreement – Staff will give the parent /guardian a health community resource book on assistance for medical services and dental, if needed. The Registered Nurse will also educate teachers and the parent/guardian on the proper administration of medication. This information will be tracked by nurses and follow-ups will be done accordingly.</p>	<p>Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers</p>	<p>Center Managers Nurse Health Services Director</p>	<p>Ongoing</p>	<p>Medication Administration Checklist Medication Authorization Form & Log Promis Tracking System</p>

**HIDALGO COUNTY EARLY HEAD START / HEAD START PROGRAM
EARLY CHILDHOOD DEVELOPMENT AND HEALTH SERVICES
PROGRAM PLAN**

2013 – 2014

PERFORMANCE STANDARD C. F. Regulation: 1304.51 (f) (2) Ongoing Monitoring

GOAL: The *HIDALGO COUNTY EARLY HEAD START / HEAD START PROGRAM* will ensure that the program is effectively implementing Federal regulations.

OBJECTIVE: To establish and maintain procedures for ongoing monitoring that will systematically measure strengths and weaknesses for the enhancement of quality service delivery in the area of Health.

Task to Accomplish	Person Responsible	Person Responsible for Monitoring	Date of Completion	Forms
I. Child Health Summary – The parent/guardian will assist staff by providing up-to-date health information. For example: medical provider information, physical/dental exams, vision/hearing screening, immunizations, tuberculin and lead testing. The information will allow us to update the child's health status according to State/Federal guidelines.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Prior to first day of school 45 days 90 days Ongoing	Medical Provider Information Physical Exam Dental Exam Vision/Hearing Screening Immunization Card
II. Accident/Incident Report – In case of an emergency involving a Head Start child, the staff will notify the parent/guardian immediately. If the parent/guardian is unavailable, the staff will notify the emergency contact. A notice of illness or injury will be sent home with the child. Documentation will be written in the family contact notes and an accident report will be sent to administration.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Notice of Injury/Illness Family Contact Notes Accident/Incident Report
III. Suspected Child Abuse Report – Staff will report all suspected causes of abuse and neglect to the appropriate agency immediately. Also, staff will complete the Suspected Abuse and Neglect form and including a summary of the incident that occurred. All information is kept strictly confidential and secured under lock and key. Staff will receive annual training from local agencies and the health department on reporting suspected abuse and neglect.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Suspected Child Abuse and Neglect Form
IV. Medication Administration Agreement – Staff will give the parent/guardian a health community resource book on assistance for medical services and dental, if needed. The Registered Nurse will also educate teachers and the parent/guardian on the proper administration of medication. This information will be tracked by nurses and follow-ups will be done accordingly.	Case Manager to include: Support Services Facilitators Support Services Assistants Center Managers	Center Managers Nurse Health Services Director	Ongoing	Medication Administration Checklist Medication Authorization Form & Log Promis Tracking System



Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 14, 2013

SUBJECT: Discussion and Action on Change Order #1
Submitted by Del Sol Homes, LLC

RATIONALE/NEED: Del Sol Homes, LLC submitted change order No. 1
regarding the Palmview I Head Start Center.

RECOMMENDATION: Administration is recommending denying change
order as it was submitted late by the contractor;
the contractor abandoned the project. The Head
Start Program contracted an electrician to finish
the electrical work.

COST:

RELATED INFORMATION INCLUDES: Change Order Information

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: *T. Flores* for T. Flores



Del Sol Homes LLC
143 E. Chapin
Edinburg, TX 78542
Phone: (956) 272-3112
Fax: (267) 630-8592
dconstructions@yahoo.com

July 11, 2013

Ricardo Gonzalez
OXFORD & GONZALEZ
P. O. Drawer 630
Edinburg, Texas 78539

Fax # (956) 381-0002

RE: Project: Contract Dated October 23, 2012
Relocation of Palmview1 Head Start Bldg

Dear Mr. Gonzalez:

I have reviewed your letter addressed to James Jeffers dated July 9, 2013, in which you state we never requested a "Change Order" for the additional work. We have always requested change orders from the very beginning. Director Teresa Flores threatened us when we kept requesting change orders. We were never provided with change orders even though we requested them. We did do a change order for the additional electrical work. Attached you will find the change order for the electrical work that we provided to Steve McGarraugh on June 5, 2013.

If you should have any questions, please feel free to call.

Sincerely,

Jose De La Fuente
President

Enclosures



Del Sol Homes
 143 E. Chapin
 Edinburg, TX 78542
 Phone: (956) 272-3112
 Fax: (267) 630-8392
 dconstructions@yahoo.com

FILE COPY



Del Sol Homes LLC COMPANY NAME	(956) 272-3112 PHONE NUMBER	06/05/2013 DATE
143 E. Chapin Rd. ADDRESS	Edinburg, TX 78541 CITY / STATE / ZIP CODE	
Dannenbaum Engineering Company COMPANY	Steve McGarraugh ATTENTION	
Jose De La Fuente FROM		
PROJECT NAME		

Subject: Hidalgo County Headstart Program Relocation I

We are sending you: ATTACHED UNDER SEPARATE COVER

Via: US MAIL EXPRESS MAIL
 HAND DELIVERY FAX
 FEDEX OTHER A- Fast Delivery

DESCRIPTION	DATE	NO COPIES
AIA Document G 709		
Proposal Exhibit (A)	06/05/2013	3
Plans By Trinity Engineering (E2.1)	06/05/2013	3
	06/05/2013	3

For your: RECORDS
 USE AND INFORMATION
 APPROVAL
 REVIEW AND COMMENT
 USE AND DISTRIBUTION

Memo: Thank you .

Jose De La Fuente

Jose De La Fuente
 SIGNED

TRANSMITTAL FORM

PROJECT REFERENCE NO. / NAME:

PROJECT REFERENCE NO. / NAME:



ORIGINAL

Del Sol Homes LLC
143 E. Chapin
Edinburg, TX 78542
Phone: (956) 272-3112
Fax: (267) 630-8592
dconstructions@yahoo.com

06/05/2013

Proposal #001

Mr. Steve McGarraugh
Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208

Re: Palmview HeadStart I Building Relcoation
" Electrical Schematic Diagram "

- Scope of Work -

**Follow All instructions General Notes and Electrical Riser Diagram Keyed Notes
submitted on Plan Sheet No. E2.1**

Warranty on All Labor & Materials

\$14,200.00 (Fourteen thousand two Hundred Dollars no Cents 0

7 Working Completion Days from Date of Signed Change Order or P.O

**Special "Note" Please Keep In mind that if this scope of work is done by another
electrical contractor their can be a high risk of of Contracted electrical contractor of
voiding his contract .**

Respectfully,

Jose De La Fuente / President / Del Sol Homes LLC



AIA Document G709™ – 2001

ORIGINAL

Work Changes Proposal Request

PROJECT: *(Name and address)*
Building Relocation - Palmview I
1208 Paula Dr. Palmview I
Palmview, Texas

OWNER: *(Name and address)*
Hidalgo County Headstart Program
1901 West State Highway 107
McAllen, Texas 78504

FROM ARCHITECT: *(Name and address)*
Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78501

TO CONTRACTOR: *(Name and address)*
Del Sol Homes LLC
143 E. Chapin
Edinburg, Texas 78541

PROPOSAL REQUEST NUMBER:
#001

DATE OF ISSUANCE:
06/05/2013

CONTRACT FOR:
Electrical Service

CONTRACT DATE:
10/23/2012

ARCHITECT'S PROJECT NUMBER:

OWNER

ARCHITECT

CONSULTANT

CONTRACTOR

FIELD

OTHER

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within () days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION: *(Insert a written description of the Work.)*
Electrical Schematic Diagram

ATTACHMENTS: *(List attached documents that support description.)*

Attached In Exhibit (A)
Plans (E2.1) By Trinity MEP Engineering

REQUESTED BY THE ARCHITECT:

(Signature)

(Printed name and title)

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Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 14, 2013

SUBJECT: Discussion and Action to Terminate Contract with Del Sol Homes, LLC

RATIONALE/NEED: Del Sol Homes, LLC abandoned the project at the Palmview I Head Start Center.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: N/A

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL:

Teresa Flores for T. Flores



Hidalgo County Head Start Program Policy Council Agenda

DATE: August 14, 2013

SUBJECT: Discussion/ Approval of Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the Community Development Corporation of Brownsville (CDCB), and Community Resource Group, Inc. (CRG)

RATIONALE/NEED: Memorandum of Understanding (MOU) is to improve the level of financial literacy of families by providing financial education and building upon the financial management skills of these families.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

INITIATED BY: Ambrosio Tovar, Procurement Director

A. Tovar
Edmundo Garcia
José Flores

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL:

José Flores

A Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Community Development Corporation of Brownsville, And

Community Resource Group, Inc.

The parties hereby bind themselves to undertake a Memorandum of Understanding (MOU) under the following terms and conditions:

I. PARTIES TO THE AGREEMENT

This Memorandum of Understanding is made by and between:

- a. Community Development Corporation of Brownsville (CDCB);
- b. Community Resource Group (CRG); and,
- c. Hidalgo County Head Start Program (HCHSP)

II. PURPOSE OF AGREEMENT

This MOU is intended to improve the level of financial literacy of families who utilize HCHSP's services. HCHSP, CDCB, and CRG will achieve this by providing financial education and building upon the financial management skills of these families.

III. GOALS AND OBJECTIVE

CDCB and CRG agree to facilitate and/or coordinate the provision of financial education to the staff of the HCHSP Centers in the service area. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

- a. CRG and CDCB agree to facilitate and/or coordinate financial education training opportunities to staff identified by HCHSP management.
- b. HCHSP agrees to coordinate training attendance by identified staff.
- c. HCHSP further agrees to incorporate the knowledge acquired by staff into the Family Engagement Outcomes
- d. HCHSP further agrees to have the staff and parents who participate in the financial education training either during training sessions or as part of the Family Engagement Outcomes to complete a pre- and post-assessment of knowledge and to fully share all information obtained through this process with CDCB and CRG. The data collected through this process will be utilized to determine the effectiveness of the training in transferring financial education information. Completion of the assessment tool will be a confidential process wherein the individual completing the form will not be identified by name (each participant may be assigned another form of identification).

IV. OBLIGATIONS OF THE PARTIES

- a. CDCB and CRG shall perform the following obligations:
 - i. Provide a trainer.
 - ii. Provide the assessment tool document in English and Spanish to be used by participants.
 - iii. Continue to be available for further technical assistance for the period of this agreement.
- b. HCHSP shall perform the following obligations:
 - i. Coordinate attendance of identified staff in the training scheduled and any subsequent training agreed upon by the parties.

- ii. Facilitate the distribution and completion of a pre-and post-assessment document to training event attendees as well as parents who are provided financial education information as part of HCHSP Family Engagement Outcomes curriculum.
- iii. Provide a unique identification number for each participant.
- iv. Provide information from assessment processes to CDCB and CRG.

V. CONFIDENTIALITY

Subject to sub-clause below, each party shall be treated with strict confidentiality in regards to all information received or obtained as a result of entering into or performing this Memorandum of Agreement.

- a. Each party may disclose information which would otherwise be confidential if and to the extent:
 - i. Required by the law of any relevant jurisdiction;
 - ii. The information has come into the public domain through no fault of that party; or
 - iii. The other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after with and notice to the other party.

VI. RELATION OF THE PARTIES

The nature of relationship between CDCB, CRG and HCHSP is that of independent contractors.

VII. CONSIDERATION

This Agreement is being made in consideration of the following: Community Development Brownsville, Community Resources Group, Inc., and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

VIII. REPRESENTATION AND WARRANTIES

Each party to this Memorandum of Understanding represents and warrants to the other party that he/she/it:

- a. Have the full power, authority, and legal right to execute and perform this MOU.
- b. Has taken all necessary legal and corporate action to authorize the execution and performance of this MOU.
- c. This MOU constitutes the legal, valid, and binding obligations of each party in accordance with its terms, and
- d. Shall act in good faith to give effort to the intent of this MOU and to take such other actions as may be necessary or convenient to consummate the purpose and subject matter of this MOU.

IX. TERMINATION

This MOU may be terminated by either party upon receipt of a 30 day written notice, operation of law, or upon the end of the term of this agreement.

X. GOVERNING LAW

This MOU shall be governed by and construed in accordance with law of Texas.

XI. REVIEW OF MEMORANDUM OF UNDERSTANDING

The MOU will be jointly reviewed by all parties annually and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party requests a formal change, including extension of time period.

XII. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall be from the date executed by HCHSP, and will expire on August 31, 2014, unless terminated in accordance with the terms stated elsewhere in this Agreement. This

agreement will be reviewed annually and updated as needed to address services. This agreement will become effective upon the signatures of the approving officials of the respective agencies. This agreement may only be amended by mutual consent of all parties involved. Any amendment to this agreement must be done in writing and must be signed by all parties after which the amendment shall be incorporated into the agreement. The MOU will become effective immediately on the last date signed and dated by all parties. By signing the agreement each agency agrees to the terms.

XIII. SIGNATURES

Nick Bennett-Mitchell, Executive Director
**Community Development Corporation
of Brownsville**

Date

John Squires, CEO
Community Resources Group, Inc.

Date

Honorable Ramon Garcia
Hidalgo County Judge

Date


Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

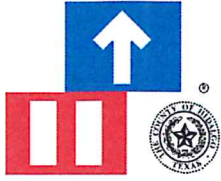
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form

By: _____
Stephen Crain, Attorney
Atlas, Hall & Rodriguez, LLP

Approved As To Form

By:_____
Ricardo González, Attorney
Oxford & González, P.C.



Hidalgo County Head Start Program Policy Council Agenda Request

DATE: August 14, 2013

SUBJECT: Discussion/Approval to Extend Interlocal Agreement with the South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services

RATIONALE/NEED: The purpose of this agreement is to purchase quality food commodities, kitchen/janitorial supplies, and services at the lowest price.

RECOMMENDATION: Administration recommends approval.

COST: Texas Department of Agriculture (TDA) funds are available.
\$1,529,000 Year
Acct #29-5555-20-10000-705

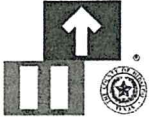
RELATED INFORMATION INCLUDED: Memo

INITIATED BY: Ambrosio Tovar, Procurement Director

A. Tovar
Mr. Edmundo Garcia

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: *Jerem Flores*



HIDALGO COUNTY HEAD START PROGRAM

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

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director *A. Tovar*
Gilbert Siva, Interim Child Nutrition Director *G. Siva*

DATE: August 1, 2013

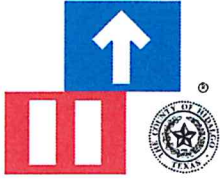
SUBJ: Region 1 ESC -South Texas Cooperative Contract Extension

We would like to continue the use of the South Texas Cooperative Inter-local agreement with Region One Education Service Center for the next school year. This inter-local agreement was originally signed and approved on October 4, 2005. This program has helped Head Start Child Nutrition Program save time and money.

This cooperative program performs the bidding process on the food, kitchen/janitorial supplies, and services used by the Head Start Child Nutrition Program.

The inter-local agreement has been beneficial for Head Start and the Child Nutrition Program. It is highly recommended by the Procurement Department and the Child Nutrition Department to extend this inter-local agreement.

Should you have any questions please let us know. Thank you.



Hidalgo County Head Start Program Policy Council Agenda Request

DATE: August 14, 2013

SUBJECT: Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids on Lease of Classroom Space for The Weslaco Area.

RATIONALE/NEED: To contract for Classroom Space to serve families in the Weslaco area.

RECOMMENDATION: Administration recommends approval

COST: Head Start Budget \$155,000
Rent: Account 19-5152-20-505

RELATED INFORMATION INCLUDED: Specifications

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

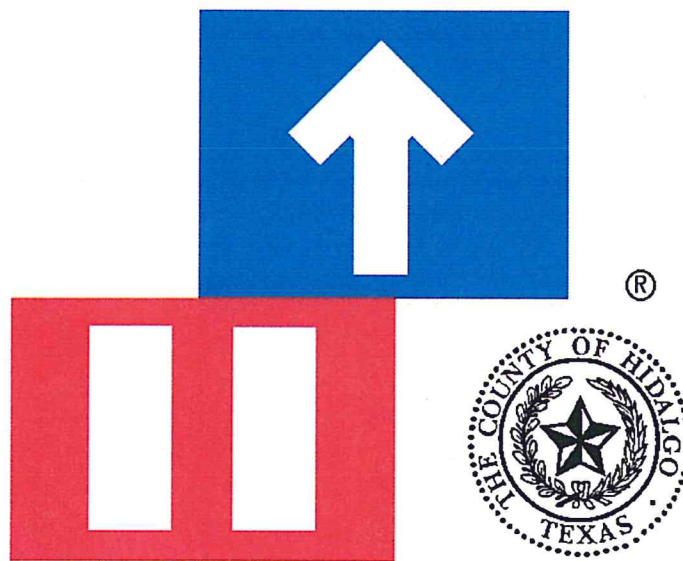
REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *Edmundo Garcia*

PROGRAM DIRECTOR'S APPROVAL: _____

BID NO: 2013-006-09-06 LEASE CLASSROOM SPACE-WESLACO AREA	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149
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HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

August 20, 2013



REQUEST FOR SEALED BIDS
Lease of Classroom Space – WESLACO AREA

Contact Person:

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

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE-WESLACO AREA"
August 20, 2013
BID NO: 2013-006-09-06

- 1) Request For Sealed Bids Letter
- 2) Request for Sealed Bids, Legal Notice, 6 pages
- 3) Exhibit A: Requirements Criteria, 6 pages
- 4) Exhibit B: Bid Page, 2 pages
- 5) Exhibit C: Insurance Requirements, 3 pages
- 6) Respondent/Vendor Application
- 7) Historically Underutilized Business (HUB) Declaration
- 8) Certification Regarding Debarment, & Suspension
- 9) Draft Contract for Professional Services, 10 pages
- 10) W-9 Form (Request for Taxpayer ID)

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

Thank you.

August 20, 2013

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"LEASE OF CLASSROOM SPACE - WESLACO AREA"
BID NO: 2013-006-09-06

Dear Sir/Madam:

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

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

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for "Lease of Classroom Space - WESLACO AREA" in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.
2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's Name And Return Address Clearly Typed/printed on Upper Left Hand Corner And The Proper Notation Clearly Typed/printed on The Lower Left Hand Corner: SEALED BID "Lease of Classroom Space - WESLACO AREA" and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE 2:00 p.m. Friday September 6, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO THE SEALED BID.
3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
6. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

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

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149
15. BILLING INSTRUCTIONS:
Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
EDINBURG, TX 78540
(956) 380-4149

16. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.
Award of Contract
Commence Work or Deliver Products

September 6, 2013

17. Bid or Performance Bond; Payment Under Contract:

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

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, Hidalgo County Head Start Program or for any elected official, department head or employee or former elected official, department head or employee of the County, Hidalgo County Head Start Program to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval,

recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, Hidalgo County Head Start Program or any person associated therewith, as an inducement for the award of a subcontract or order.
 - No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.
19. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County Head Start Program.
20. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program that it meets the following requirements:
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or bided delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.

22. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.
23. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.
24. Hidalgo County Head Start Program reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful bidder.

26. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

27. 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.
28. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.
29. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

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

**“LEASE OF CLASSROOM SPACE”
WESLACO AREA**

**EXHIBIT A
REQUIREMENTS**

ACKNOWLEDGMENT FORM

SEALED BID FOR
HIDALGO COUNTY HEAD START PROGRAM
"LEASE OF CLASSROOM SPACE- WESLACO AREA"
BID NO. 2013-006-09-06

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

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

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage the LEASE OF CLASSROOM SPACE. The Procurement Department will receive sealed envelopes containing BID for the provision of "CLASSROOM SPACE FOR THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Friday September 6, 2013. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFQ Number: 2013-006-09-06

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

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

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 381-0439 no later than Monday, September 2, 2013 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

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

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

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

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

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

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

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

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

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

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

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

SECTION II: REQUIREMENTS

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

Project Overview:

It is the intention of the Hidalgo County Head Start Program to receive BID from interested individuals for the purposes of leasing classroom space for the Hidalgo County Head Start Program.

Contents:

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

Classroom Requirements:

1. Said Space shall have designated areas for four (4) Classrooms with adequate lighting. Each classroom must have two (2) Exits. Must have adequate space for an Office area of 8' x 10', and Playground Area.

Exceptions / Variations: _____

2. The building should consist of minimum of 700 Sq. Ft. per Classroom Areas, Office area of 8'x10', Playground area of 3,000 square feet to accommodate 36 children at one time. Building must be located within a three (3) mile radius from an existing Head Start Centers in order to coordinate services.

Exceptions / Variations: _____

3. Bidder must charge by the square foot for Rental Space.

Exceptions / Variations: _____

4. The building will meet all ADA requirements.

Exceptions / Variations: _____

5. The guest parking lot will consist of at least 8 to 10 parking space of which one (1) will be designed as handicap accessible.

Exceptions / Variations: _____

6. Bid premises must have handicapped accessibility toilet facilities for both men and women. Toilet facilities to accommodate sixty (60) children. Toilet facilities must meet ADA Requirements. Must also have a minimum of four (4) hand washing sink areas, as well as four (4) toilet commodes in each restroom.

Exceptions / Variations: _____

7. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, must maintain liability insurance on the premises. See Exhibit "C" Insurance Requirement.

Exceptions / Variations: _____

8. Bid premises must have water, sewer, garbage pickup in addition to electricity and natural gas available. Lessor will be responsible for electrical maintenance.

Exceptions / Variations: _____

9. Building should be in good working condition to provide services to clients.

Exceptions / Variations: _____

10. Building to be constructed to comply with applicable federal, state and local building codes and regulations. If a new building is to be constructed there should be completion date of approximately 120 days from the date the bid was awarded. If completion date is not met, bid will become void/null.

Exceptions / Variations: _____

11. There should be a designated area for deliveries preferably by the storage area.

Exceptions / Variations: _____

12. The building should be well insulated with an ERA rating of minimum of eleven (11).

Exceptions / Variations: _____

13. Central air and heating will be provided for ample cooling and heating of the entire building. Maintenance of air and heating is responsibility of Lessor.

Exceptions / Variations: _____

14. The award of the bid will evidenced by a written lease agreement in a form acceptable to Hidalgo County Head Start Program. A copy of the required lease is on file at the Hidalgo County Head Start Program.

Exceptions / Variations: _____

15. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date awarding of the bid or the award will become void/null.

Exceptions / Variations: _____

16. The contract for lease will be for a five (5) year period with the Hidalgo County Head Start Program option to renew the term of the lease on the same terms and conditions or as may be subsequently agreed to upon by both parties. There will also be a sixty (60) day clause for termination due to lack of funding.

Exceptions / Variations: _____

17. There will also be a sixty (60) day clause for termination due to lack of funding. The contract will also have a ninety (90) day clause for termination by either party without cause.

Exceptions / Variations: _____

18. Hidalgo County Head Start Program reserves the right to continue this bid for a ninety (90) day grace period at the end of the contract term to allow for continued service due to any unforeseen delay in award of new bid for next contract term.

Exceptions / Variations: _____

NOTICE TO BIDDERS: IT IS MANDATORY THAT THE LEGAL DESCRIPTION OF THE PROPERTY BE PROVIDED WITH YOUR BID.

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

**“LEASE OF CLASSROOM SPACE”
WESLACO AREA**

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS HIDALGO COUNTY HEAD START PROGRAM “LEASE OF CLASSROOM SPACE- WESLACO AREA” August 20, 2013

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

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

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

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

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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

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

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
EDINBURG, TX 78540-0117
1901 W. State Hwy 107
McAllen, TX 78504

BID must be submitted NO LATER THAN 2:00 p.m. on Friday September 6, 2013.

COST PER MONTH:

Monthly Lease Amount: \$ _____

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

BIDDER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

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

**“LEASE OF CLASSROOM SPACE”
WESLACO AREA**

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

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

Bidder will provide insurance for building committed to repair building in case of damage.

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

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

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

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I, _____, authorized representative for
, _____
Company/Vendor

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

will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

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

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

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

Authorized Representative

Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1)Licenses:_____

2)Bonds:_____

3)Certificates:_____

4)Permits:_____

5) Other:_____

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

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

Authorized Signature

Date

Company

Address

City, State, Zip

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name:
HUB Status:

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

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

HUB Subcontractor Name: _____ HUB Status:

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

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

HUB Subcontractor Name: _____ HUB Status:

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

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

Certification For Primary Covered Transactions

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

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

LEASE AGREEMENT BETWEEN
_____ **AND**
HIDALGO COUNTY
C-13-006-XX-XX

This Lease is made and entered into by and between _____, herein referred to as the “LESSOR” and Hidalgo County through the Head Start Program, herein referred to as the “LESSEE” in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain building described as the Head Start Building lying and being situated at _____ in and depicted in Exhibit “A”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.”

ARTICLE 1. TERMS AND RENT

Term of Lease

1.01 The Leased Premises and/or land shall be used for the purpose of Head Start Classrooms and Head Start parent’s meeting subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement and constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease

shall be for sixty (60) months commencing on _____
("commencement date") and ending on _____ ("termination date")
unless sooner terminated as provided in this Lease, or unless renewed and
extended in accordance with Paragraph 1.03, and 6.053, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms, conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease on the same terms and conditions hereof, commencing on the first day of _____, for a like term or other terms as may be subsequently agreed to upon by both parties.

Either LESEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with ninety (90) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of _____, in sixty (60) monthly payments of _____ payable on the 1st day of _____. Payment shall be mailed to _____.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the

term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided here.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

Permitted Use

3.01 LESSEE agrees to maintain the Leased Premises in a condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the said building, including all of LESSOR'S improvements, fixtures, appurtenances in such repair as the same were at the commencement of the term. LESSEE will be responsible for routine and minor maintenance. LESSOR will be responsible for the replacement of equipment and machinery and repairs of the structural integrity of the premises. All routine and minor repairs shall be at LESSEE'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and

wearing of said fixtures, appurtenance, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all improvements made to or furnished by the LESSEE on the Leased Premises shall not become part of the realty and shall belong to LESSEE upon expiration of the lease and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the building upon which they are situated.

3.06 LESSOR shall maintain the building situated on the land during this lease and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charges

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pick-up services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSOR or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

6.03 LESSEE agrees that, during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than \$100,000.00 per person and \$300,000.00 per occurrence.

ATICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of parties created hereunder are performable in Hidalgo County, Texas.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the LESSEE may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining

or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE'S program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
EDINBURG, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid,

illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this Lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the

breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdiction.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day
of _____, 2013

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Ricardo Gonzalez

BY: _____
Stephen Crain

**Request for Taxpayer
 Identification Number and Certification**

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

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

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

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

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

City, state and ZIP code City, state and ZIP code

Phone # () Fax # () Email address:

Part I Taxpayer Identification Number (TIN)

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

Social security number

□□□-□□-□□□□

OR

Employer identification number

□□-□□□□□□

Vendors:
 Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

□□□□□□□□

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Authorized Signature ▶ Date ▶

Purpose of Form

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

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

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

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

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

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

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

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

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

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

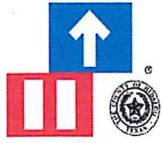
Penalties

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

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

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

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



Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 14, 2013

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report: June/July 2013

INITIATED BY: Elma Keller, Chief Financial Officer *E. Keller*

REVIEWED BY: Edmundo Garcia, Assistant Program Director *JSM for E.G.*

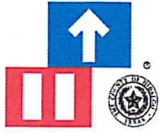
EXECUTIVE DIRECTOR'S APPROVAL: *Jeresa Flores*

Hidalgo County Head Start Program
 Encumbrance Budget Report - 2013 - Policy Council
 From 6/1/2013 Through 6/30/2013

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance - Revised	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	16,293,283.20	7,709,584.51	0.00	8,583,698.69	52.68%	1,216,959.47
02	FRINGE BENEFITS	5,479,131.57	2,607,591.20	0.00	2,871,540.37	52.40%	420,735.86
03	OUT OF TOWN TRAVEL	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	578,403.14	459,446.30	69,534.48	49,422.36	8.54%	24,175.73
06	OTHER COST	<u>1,783,826.09</u>	<u>855,980.95</u>	<u>47,585.73</u>	<u>880,259.41</u>	<u>49.34%</u>	<u>29,510.13</u>
Report Total		<u>24,134,644.00</u>	<u>11,632,602.96</u>	<u>117,120.21</u>	<u>12,384,920.83</u>	<u>51.32%</u>	<u>1,691,381.19</u>

Hidalgo County Head Start Program
 Encumbrance Budget Report - 2013 - Policy Council
 From 7/1/2013 Through 7/31/2013

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance - Revised	Percent Total Budget	Current Actual
						Remaining - Revised	
01	SALARIES	16,293,283.20	8,911,166.87	0.00	7,382,116.33	45.30%	1,201,582.36
02	FRINGE BENEFITS	5,479,131.57	2,992,773.61	0.00	2,486,357.96	45.37%	385,182.41
03	OUT OF TOWN TRAVEL	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	578,403.14	506,723.54	49,588.15	22,091.45	3.81%	47,277.24
06	OTHER COST	<u>1,783,826.09</u>	<u>956,662.21</u>	<u>35,885.84</u>	<u>791,278.04</u>	<u>44.35%</u>	<u>100,681.26</u>
Report Total		<u>24,134,644.00</u>	<u>13,367,326.23</u>	<u>85,473.99</u>	<u>10,681,843.78</u>	<u>44.26%</u>	<u>1,734,723.27</u>



Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 14, 2013

SUBJECT: Approval of Children's Applications for Program Year 2013-2014

RATIONALE/NEED: The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Children's Applications Report

INITIATED BY: Irma E. Pena, Family Services Director 

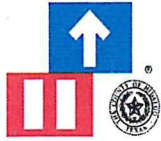
REVIEWED BY: Edmundo Garcia, Assistant Program Director 

EXECUTIVE DIRECTOR'S APPROVAL: 

Hidalgo County Head Start Program

Application Status Report: PY 2013 - 2014 (Approval Date: 08/14/2013)

	Location (#of Rooms/Lic Cap)	Quota	Returning Students	1st Yr Students	Approved To Date	Pending Approval	Wait List
1	Alamo (6 - 119)	117	60	57	124	0	67
2	Alton (5 - 100)	100	45	55	91	2	38
3	Donna I (8 - 136)	136	66	70	107	0	24
4	Donna II (3 - 60)	60	24	36	50	0	14
5	Donna IV (2 - 33)	33	17	16	24	0	8
6	Edcouch (10 - 257)	182	84	98	117	5	26
7	Edinburg I (3 - 67)	57	28	29	36	0	8
8	Edinburg II (2 - 34)	34	15	19	32	0	13
9	Edinburg III (3 - 51)	51	23	28	39	0	11
10	Edinburg IV (10-194)	194	86	108	153	0	45
11	Edinburg V (8 - 182)	154	65	89	124	0	35
12	Elsa (3 - 64)	57	25	32	42	0	10
13	Hidalgo (3 - 60)	54	27	27	33	3	9
14	La Herencia (3 - 52)	52	24	28	39	0	11
15	La Joya (5 - 116)	94	53	41	72	0	31
16	Las Milpas I (6 - 120)	114	50	64	91	0	27
17	Las Milpas II (3 - 51)	51	27	24	45	0	21
18	Austin (7 - 178)	135	69	66	133	0	67
19	McAllen IV (3 - 51)	51	23	28	40	0	12
20	McAllen V (3 - 67)	57	24	33	50	0	17
21	McAllen VI (3 - 51)	51	26	25	44	0	19
22	Mercedes I (6 - 119)	117	50	67	95	0	28
23	Mercedes II (2 - 34)	34	17	17	30	0	13
24	Mission I (4 - 110)	80	32	48	56	0	8
25	Mission II (8 - 148)	148	65	83	90	0	7
26	Mission III (3 - 51)	51	24	27	34	0	7
27	Mission IV (3 - 62)	55	28	27	40	0	13
28	Monte Alto (2 - 40)	37	17	20	33	0	13
29	Palmview I (8 - 188)	100	53	47	54	0	7
30	Palmview II (8 - 192)	160	81	79	99	10	30
31	Palmview III (6 - 122)	120	67	53	71	0	18
32	Pharr (5 - 100)	95	45	50	100	2	52
33	Progreso (3 - 60)	57	24	33	47	0	14
34	San Carlos (4 - 80)	80	38	42	82	0	43
35	San Juan I (3 - 60)	54	25	29	45	0	16
36	San Juan II (10 - 182)	179	83	96	142	0	46
37	Sullivan City (6 - 124)	94	46	48	55	0	7
38	UTPA (2 - 34)	34	17	17	41	0	24
39	Vine Terrace (3 - 60)	56	32	24	42	0	18
40	Weslaco I (4 - 84)	77	37	40	66	0	26
41	Weslaco II (4 - 84)	74	37	37	61	0	24
42	Weslaco III (5 - 100)	97	49	48	68	0	20
43	Western Rd (3 - 69)	57	29	28	62	0	38
	GRAND TOTAL	3690	1757	1933	2899	22	985



Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 14, 2013

SUBJECT: Approval of Texas Department of Agriculture Meals and Snacks Monthly Reports

RATIONALE/NEED: This report will be presented to the Policy Council each month.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Meals-Snacks Reports: June/July 2013

INITIATED BY: Gilbert Silva, Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL:

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Aug. '12	Sept. '12	Oct. '12	Nov. '12	Dec. '12	Jan. '13	Feb. '13	Mar. '13	Apr. '13	May '13	June/July '13	Meal Totals
Breakfast	46,011	62,533	72,089	56,696	40,949	51,541	57,453	41,321	65,728	49,872	Centers closed	387,272
Lunch	46,001	62,221	71,842	56,203	40,143	51,192	57,255	40,954	64,795	47,228	Centers closed	384,857
PM Snack	41,563	53,697	62,409	47,699	33,472	43,969	51,723	36,872	56,662	40,681	Centers closed	334,532
Monthly Totals	133,575	178,451	206,340	160,598	114,564	146,702	166,431	119,147	187,185	137,781	Centers closed	1,106,661

*Preliminary

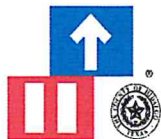
Rates for Free Meal Reimbursement

Breakfast: \$ 1.55
Lunch: \$ 2.86
Cash in Lieu of Commodities (Lunch): \$0.2275
Snack: \$ 0.78

Rates for Free Meal Reimbursement Effective July 1, 2013 to June 30, 2014

Breakfast: \$ 1.58
Lunch: \$ 2.93
Cash in Lieu of Commodities (Lunch): \$0.2325
Snack: \$ 0.80

Submitted by: Veronica Templeton, CN Bookkeeper



Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 14, 2013

SUBJECT: Approval of Special Services Monthly Reports

RATIONALE/NEED: This report keeps the Policy Council Members informed on the number count of children with special needs.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Special Services Reports: June/July 2013

INITIATED BY: Connie Horta, Special Services Director *CH*

REVIEWED BY: Nora S. Munoz, Assistant Program Director *NM*

EXECUTIVE DIRECTOR'S APPROVAL: *Jess Flores*

Special Services Monthly Program Report June, 2013

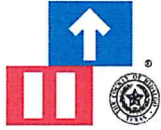
Center	LEA Diagnosed	Pending LEA Referrals	# Receiving Rehab Services	Did Not Quality	Parent Refusal of Services	Total Center Enroment	10% Quota
Alamo	14	0	5	0	0	117	12
Alton	20	0	11	2	0	100	10
Donna I	24	5	24	9	7	136	14
Donna II	6	0	7	2	0	60	6
Donna IV	3	0	9	5	1	33	3
Edcouch	15	5	17	3	0	182	18
Edinburg I	4	0	7	0	0	57	6
Edinburg II	3	3	8	0	0	34	3
Edinburg III	5	1	2	0	0	51	5
Edinburg IV	19	0	26	2	6	194	19
Edinburg V	17	1	12	1	0	154	15
Elsa	7	2	2	0	0	57	6
Hidalgo	6	0	4	1	0	54	5
La Herencia	4	0	2	4	0	52	5
La Joya	10	0	6	1	0	94	9
Las Milpas I	14	2	10	0	0	114	11
Las Milpas II	6	0	4	3	0	51	5
Austin 1 Stop	16	1	18	0	0	135	14
McAllen IV	7	0	4	1	0	51	5
McAllen V	7	0	0	0	0	57	6
McAllen VI	9	0	2	0	2	51	5
Vine Terrace	8	0	5	0	0	57	6
Mercedes I	20	6	7	0	1	117	12
Mercedes II	5	0	3	2	0	34	3
Mission I	9	0	1	0	1	80	8
Mission II	12	1	8	1	2	148	15
Mission III	5	1	1	1	0	51	5
Mission IV	7	0	2	0	0	55	6
Monte Alto	5	3	0	5	0	37	4
Palmview I	13	4	12	1	0	100	10
Palmview II	13	0	12	0	0	160	16
Palmview III	11	0	4	0	0	120	12
Pharr	16	0	1	1	0	94	9
Progreso	10	0	2	0	0	57	6
San Carlos	7	0	11	4	0	80	8
San Juan I	9	3	10	0	0	54	5
San Juan II	22	0	14	0	0	179	18
Sullivan	11	0	4	2	0	94	9
UTPA	8	0	5	1	0	34	4
Weslaco I	8	0	12	3	1	77	8
Weslaco II	5	0	4	3	0	74	7
Weslaco III	9	0	6	1	1	97	10
Western Rd	10	1	4	0	0	57	6
Total	439	39	308	59	22	3690	369

10% Quota Met

Special Services Monthly Program Report July, 2013

Center	LEA Diagnosed	Pending LEA Referrals	# Receiving Rehab Services	Did Not Quality	Parent Refusal of Services	Total Center Enroment	10% Quota
Alamo	14	0	5	0	0	117	12
Alton	20	0	11	2	0	100	10
Donna I	24	5	24	9	7	136	14
Donna II	6	0	7	2	0	60	6
Donna IV	3	0	9	5	1	33	3
Edcouch	15	5	17	3	0	182	18
Edinburg I	4	0	7	0	0	57	6
Edinburg II	3	3	8	0	0	34	3
Edinburg III	5	1	2	0	0	51	5
Edinburg IV	19	0	26	2	6	194	19
Edinburg V	17	1	12	1	0	154	15
Elsa	7	2	2	0	0	57	6
Hidalgo	6	0	4	1	0	54	5
La Herencia	4	0	2	4	0	52	5
La Joya	10	0	6	1	0	94	9
Las Milpas I	14	2	10	0	0	114	11
Las Milpas II	6	0	4	3	0	51	5
Austin 1 Stop	16	1	18	0	0	135	14
McAllen IV	7	0	4	1	0	51	5
McAllen V	7	0	0	0	0	57	6
McAllen VI	9	0	2	0	2	51	5
Vine Terrace	8	0	5	0	0	57	6
Mercedes I	20	6	7	0	1	117	12
Mercedes II	5	0	3	2	0	34	3
Mission I	9	0	1	0	1	80	8
Mission II	12	1	8	1	2	148	15
Mission III	5	1	1	1	0	51	5
Mission IV	7	0	2	0	0	55	6
Monte Alto	5	3	0	5	0	37	4
Palmview I	13	4	12	1	0	100	10
Palmview II	13	0	12	0	0	160	16
Palmview III	11	0	4	0	0	120	12
Pharr	16	0	1	1	0	94	9
Progreso	10	0	2	0	0	57	6
San Carlos	7	0	11	4	0	80	8
San Juan I	9	3	10	0	0	54	5
San Juan II	22	0	14	0	0	179	18
Sullivan	11	0	4	2	0	94	9
UTPA	8	0	5	1	0	34	4
Weslaco I	8	0	12	3	1	77	8
Weslaco II	5	0	4	3	0	74	7
Weslaco III	9	0	6	1	1	97	10
Western Rd	10	1	4	0	0	57	6
Total	439	39	308	59	22	3690	369

10% Quota Met



Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 14, 2013

SUBJECT: Approval of Risk Management Report

RATIONALE/NEED: A quarterly Risk Management Report on Worker's Compensation cases will be submitted to keep the Policy Council informed on employee injuries and absences.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Risk Management Report

INITIATED BY: Noemi Flores, Safety Officer

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores



**Hidalgo County Head Start Program
Human Resource Department
Risk Management Report**

2nd. Quarterly Report 04/01/13 to 06/30/13

No.	Claim Number	Claim Type	Claimant's ID Number	Assignment	Location	Date of Injury	Projected End Date	Type of Injury	Comments
1.	13502897	Medical	004504	Warehouse Courier	Administration	04/03/13	06/21/13	Strain	Closed
2.	13503019	Record Only	002514	Assistant Teacher	San Carlos	04/04/13	04/05/13	Trip/Fall	Closed
3.	13503239	Record Only	004335	Assistant Teacher	San Carlos	04/05/13	04/08/13	Sprain	Closed
4.	13503162	Record Only	004469	Custodian	Progreso	04/05/13	04/08/13	Laceration	Closed
5.	13503730	Record Only	003049	Teacher	San Juan I	04/10/13	04/11/13	Crush Injury	Closed
6.	13503993	Record Only	003054	Custodian	Administration	04/12/13	04/15/13	Struck By	Closed
7.	13504016	Medical	003937	Maintenance Worker	Administration	04/14/13	Open	Contusion/ Laceration	On-Going
8.	13504740	Record Only	001671	Kitchen Helper	Edcouch Kitchen	04/16/13	04/19/13	Struck By	Closed
9.	13504838	Record Only	003108	Secretary	Administration	04/17/13	04/22/13	Fall	Closed
10.	13504469	Medical	004106	Bus Driver/Maintenance	Austin 1-Stop	04/17/13	Open	Contusion	On-Going
11.	13504584	Medical	003064	Teacher	Edcouch	04/18/13	06/24/13	Fall	Closed
12.	13504643	Type Denied	004514	Substitute Teacher	Education	04/18/13	06/24/13	Fall	Closed
13.	13505413	Type Denied	001933	Assistant Teacher	La Herencia	04/19/13	07/17/13	Strain	Closed
14.	13505439	Record Only	003840	Bus Driver/Maintenance	Austin 1-Stop	04/24/13	04/25/13	Crush Injury	Closed

Hidalgo County Head Start Program
 Encumbrance Budget Report - 2013 - Policy Council
 From 6/1/2013 Through 6/30/2013

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance - Revised	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	16,293,283.20	7,709,584.51	0.00	8,583,698.69	52.68%	1,216,959.47
02	FRINGE BENEFITS	5,479,131.57	2,607,591.20	0.00	2,871,540.37	52.40%	420,735.86
03	OUT OF TOWN TRAVEL	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	578,403.14	459,446.30	69,534.48	49,422.36	8.54%	24,175.73
06	OTHER COST	<u>1,783,826.09</u>	<u>855,980.95</u>	<u>47,585.73</u>	<u>880,259.41</u>	<u>49.34%</u>	<u>29,510.13</u>
Report Total		<u>24,134,644.00</u>	<u>11,632,602.96</u>	<u>117,120.21</u>	<u>12,384,920.83</u>	<u>51.32%</u>	<u>1,691,381.19</u>

Hidalgo County Head Start Program
 Encumbrance Budget Report - 2013 - Policy Council
 From 7/1/2013 Through 7/31/2013

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance - Revised	Percent Total Budget Remaining - Revised	Current Actual
01	SALARIES	16,293,283.20	8,911,166.87	0.00	7,382,116.33	45.30%	1,201,582.36
02	FRINGE BENEFITS	5,479,131.57	2,992,773.61	0.00	2,486,357.96	45.37%	385,182.41
03	OUT OF TOWN TRAVEL	0.00	0.00	0.00	0.00	0.00%	0.00
05	SUPPLIES	578,403.14	506,723.54	49,588.15	22,091.45	3.81%	47,277.24
06	OTHER COST	<u>1,783,826.09</u>	<u>956,662.21</u>	<u>35,885.84</u>	<u>791,278.04</u>	<u>44.35%</u>	<u>100,681.26</u>
Report Total		<u>24,134,644.00</u>	<u>13,367,326.23</u>	<u>85,473.99</u>	<u>10,681,843.78</u>	<u>44.26%</u>	<u>1,734,723.27</u>