

Hidalgo County Head Start Program Policy Council Agenda

DATE: April 23, 2014

SUBJECT: Discussion/Approval to Advertise Including Approval of Specifications (as attached hereto) for Sealed Bids for Air Conditioning Maintenance & Repair Services

RATIONALE/NEED: Administration needs to obtain new contract to have Air Conditioning Maintenance & Repair services for all the Head Start facilities.

RECOMMENDATION: Administration Recommends Approval

COST: Head Start funds for this project are available.
Account: 19-5156-20-10000-505

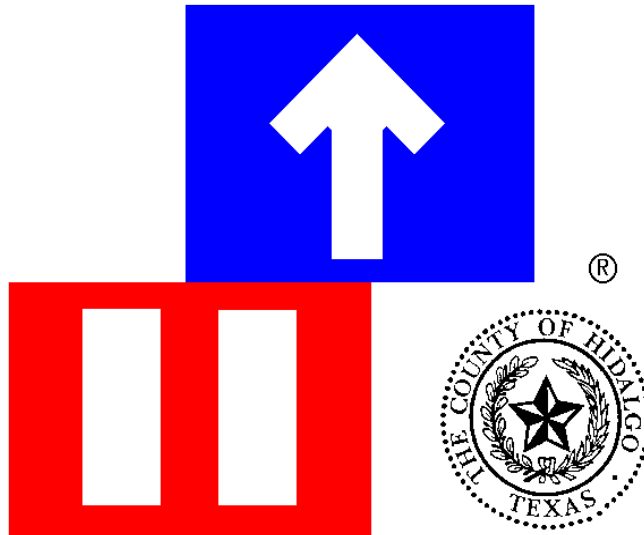
RELATED INFORMATION INCLUDED: Specifications

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

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director *[Signature]*

PROGRAM DIRECTOR'S APPROVAL: *Teressa Flores*

Bid No: 2014-004-08-01 Air Conditioning Maintenance and Repair	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149
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REQUEST FOR BIDS

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

**AIR CONDITIONING MAINTENANCE & REPAIR BID #2014-004-08-01
FOR
HIDALGO COUNTY HEAD START PROGRAM**

April 30, 2014

Contact Person:

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

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"AIR CONDITIONING MAINTENANCE & REPAIR BID #2014-004-08-01
for Hidalgo County Head Start Program

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications, Exhibit A, consisting of 4 pages.
4. Hidalgo County Head Start Program & Center Roster Exhibit B consisting of 1 page.
5. Insurance Requirements, Exhibit C, consisting of 2 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 2 pages.
7. Proposer's Affidavit, consisting of 1 pages.
8. Project Requirements Acknowledgment / Bid Page consisting of 2 Page
9. Bidder/Vendor Application, consisting of 1 page.
10. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
11. Certification Regarding Debarment, Suspension consisting of 1 page.
12. Bid Tabulation Sheet consisting of 1 page.
13. Draft Contract consisting of 6 pages.
14. W-9 Form (Request for Taxpayer ID) consisting of 1 page.

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

Thank you.

Ambrosio Tovar, Procurement Director

April 30, 2014
Date

April 30, 2014

Re: **HIDALGO COUNTY HEAD START PROGRAM**

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

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed bids will be received for **“AIR CONDITIONING MAINTENANCE & REPAIR” FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.
2. One (1) original and three (3) copies of bid are required with bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the enveloped and/or package, **"BID- AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on FRIDAY AUGUST 1, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered he best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for miss-sent or misplaced bids.
3. Hidalgo County Head Start Program reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

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

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

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

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

5. For work to be performed at a Hidalgo County Head Start Program owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with

existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.
12. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.
13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start on an annual basis has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start which is payable out of funds beyond the current fiscal year. Purchases orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for nay orders placed/delivered without a valid, signed purchase order.
14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.
15. **POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:**
 - . Materials and supplies must be shipped within 72 hours from arrival of purchase order.
 - . Deliveries shall be accepted between 8:00 AM and 4:30 PM, Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

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

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

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

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

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

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

Invoices must include:

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

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

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 2:00 P.M.

Project Award of Contract or Issuance of Purchase Order

Project Commence Work or Deliver Products

August 1, 2014

18. Ethical Standards:

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

19. Disclosure of Conflict of Interest

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

Please Submit completed CIQ forms to the Hidalgo County Head Start Program office located at 1901 W. State Hwy 107 McAllen, TX 7804 – Head Start Program

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

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendor must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

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

- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
- . Be able to comply with the required or proposed delivery schedule;

- . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
 22. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful bidder fails to:
 - (A) Meet schedules;
 - (B) Pay any required fees or taxes; or
 - (C) Otherwise perform in accordance with the specifications.
 23. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
 24. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County Head Start Program, Texas.
 25. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

**"AIR CONDITIONING MAINTENANCE & REPAIR BID #2014-004-08-01
FOR HIDALGO COUNTY HEAD START PROGRAM"**

April 30, 2014

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

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

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

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

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING
MAINTENANCE & REPAIR"

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR AIR CONDITIONING MAINTENANCE & REPAIR BID #2014-004-08-01

OBJECTIVE:

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

SITE VISIT:

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

SPECIFICATIONS – GENERAL:

The following specifications apply to this contract:

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

BILLING SPECIFICATIONS:

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

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

LETTERS OF RECOMMENDATION:

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

EQUIPMENT:

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

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

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

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

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

CERTIFICATE: A 0- Unlimited occurred Tons

 Yes _____ No _____

CERTIFICATE: B 0-25 Tons

 Yes _____ No _____

EMERGENCY CALLS:

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

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

ACCESS TO BUILDINGS:

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

- (a) The facilities are located at:

SEE ATTACHED LISTS OF HIDALGO COUNTY START PROGRAM CENTER LOCATIONS

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

GRACE PERIOD OPTION:

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

INSPECTION AND ACCEPTANCE:

The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM:

The initial term of these contracts will be for two (2) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to Contractors.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

(b) Interested vendors must have the capabilities to address two or more repairs (jobs) at one time.

NEW SITES: The contracts will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

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

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

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

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

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

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

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

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

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

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

Worker's Compensation - Texas Statutory Limit

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING
MAINTENANCE & REPAIR"

EXHIBIT "B"

CENTER DIRECTORY

Exhibit "B"
CENTER ROSTER

<p>Alamo H/S Center CM: Juan Naveja 303 South 7th Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573</p>	<p>Edinburg III H/S Center CM: Maria Salinas 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370</p>	<p>Las Milpas II H/S Center CM: Veronica Zamora 901 E. Thomas Pharr, TX 78577 Tel: 787-6525 Fax: 787-6431</p>	<p>Mission I H/S Center CM: Zoraida Garcia 115 Mayberry Mission, TX 78572 Tel: 581-2031 Fax: 585-7802</p>	<p>Pharr H/S Center CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116 Fax: 787-4750</p>	<p>Weslaco III H/S Center CM: Nelda Sanchez 1317 W. Exp. 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668</p>
<p>Alton H/S Center CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016</p>	<p>Edinburg IV H/S Center CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432</p>	<p>Austin 1-Stop H/S Center CM: Martha DeLeon 2100 Fir Ave McAllen, TX 78501 Tel 631-4240 Fax: 682-5709</p>	<p>Mission II H/S Center CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218</p>	<p>Progreso H/S Center CM: Maricela Infante 109 W. Palm Progreso, TX 78579 Tel: 565-0107 Fax: 514-0317</p>	<p>Western RD H/S Center CM: Petra Martinez 8245 E. Poinsetta Dr. Mission, TX 78573 Tel: 583-9700 Fax: 581-8155</p>
<p>Donna I H/S Center CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax: 464-5373</p>	<p>Edinburg V H/S Center CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760</p>	<p>McAllen IV H/S Center CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797 Fax: 618-1256</p>	<p>Mission III H/S Center CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252</p>	<p>San Carlos H/S Center CM: Irma Gonzalez 134 Norh 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307</p>	<p>Administration Office 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588</p>
<p>Donna II H/S Center CM: Ninfa Munguia 1715 Miller Avenue Donna, TX 78537 Tel: 464-2561 Fax: 461-3830</p>	<p>Elsa H/S Center CM: Alicia Becerra 700 Northwest Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644</p>	<p>McAllen V H/S Center CM: Ludivina Almaguer 1200 North 25th St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292</p>	<p>Mission IV H/S Center CM: Diana Anzaldua 301 South Inspiration Mission, TX 78574 Tel: 581-6409 Fax: 581-1835</p>	<p>San Juan I H/S Center CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265</p>	<p>Edcouch Kitchen HC: Bertha Hernandez W. Hwy 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-2552 Fax: 262-5284</p>
<p>Donna IV H/S Center CM: Ninfa Munguia 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245</p>	<p>Hidalgo H/S Center CM: Mario Rendon 607 South 5th St. Hidalgo, TX 78557 Tel: 843-8361 Fax: 843-6739</p>	<p>McAllen VI H/S Center CM: Leticia Rodriguez 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166 Fax: 683-1966</p>	<p>Monte Alto H/S Center CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229</p>	<p>San Juan II H/S Center CM: Norma Donava 601 Earling Rd. San Juan, TX 78589 Tel: 782-1056 Fax: 781-9022</p>	<p>Palmview Kitchen HC: Susana Garcia 1208 Paula Dr. Unit 2 Mission, TX 78572 Tel: 581-7415 Fax: 581-0020</p>
<p>Edcouch H/S Center CM: Alejandra Perez W. Hwy. 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527</p>	<p>La Herencia H/S Center CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917</p>	<p>Vine Terrace H/S Center CM: Ludivina Almaguer 2220 (B) North 27th St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707</p>	<p>Palmview I H/S Center CM: Ana Cedillo 1208 Paula Dr. Unit 1 Palmview, TX 78572 Tel: 580-1394 Fax: 519-7373</p>	<p>Sullivan City H/S Center CM: Mirta Trigo 379 E. Expressway 83 Sullivan City, TX 78595 Tel: 485-2996 Fax: 485-9597</p>	
<p>Edinburg I H/S Center CM: Maria Salinas 225 South 25th St Edinburg, TX 78539 Tel: 383-3922 Fax: 383-0823</p>	<p>La Joya H/S Center CM: Marissa Guerra 105 E. 5th & Leo Avenue La Joya, TX 78560 Tel: 581-2022 Fax: 584-7298</p>	<p>Mercedes I H/S Center CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163</p>	<p>Palmview II H/S Center CM: Cynthia Gonzalez 618 Breyfogle Rd. Mission, TX 78572 Tel: 83-4435 Fax: 584-3178</p>	<p>Weslaco I H/S Center CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116</p>	
<p>Edinburg II H/S Center CM: Dalia Gutierrez 1200 North 1st Street Edinburg, TX 78539 Tel: 380-1088 Fax: 287-9321</p>	<p>Las Milpas I H/S Center CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723 Fax: 781-2696</p>	<p>Mercedes II H/S Center CM: Olga Rubio 2601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247</p>	<p>Palmview III H/S Center CM: Ana Cedillo 1208 Paula Dr. Unit 3 Mission, TX 78572 Tel: 584-3860 Fax: 584-3857</p>	<p>Weslaco II H/S Center CM: Natalia Salas 3030 N. Texas Blvd. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789</p>	

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

“AIR CONDITIONING MAINTENANCE
& REPAIR”

EXHIBIT “C”

INSURANCE REQUIREMENTS

EXHIBIT “C”

Insurance Requirements Professional Services

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

1. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County under the Texas Tort Claims Act;
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five hundred thousand (\$500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000.00) arising out of the services provided to County hereunder;
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.

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

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

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

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

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

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

(*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

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

Authorized Representative

Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout

THIS FORM MUST ACCOMPANY BID PACKET

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

“AIR CONDITIONING MAINTENANCE
& REPAIR”

EXHIBIT “D”

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

4

Signature of person doing business with the governmental entity

Date

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

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

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

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

PROPOSER'S AFFIDAVIT

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

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

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

Signature/ Title: _____

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

My Commission expires: _____, 2014

REQUEST FOR BIDS

“AIR CONDITIONING MAINTENANCE & REPAIR”

**PROJECT REQUIREMENT
ACKNOWLEDGEMENT**

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

- 1) Licenses: _____
- 2) Bonds: _____
- 3) Certificates: _____

- 4) Permits: _____
- 5) Other: _____

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

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

Authorized Signature

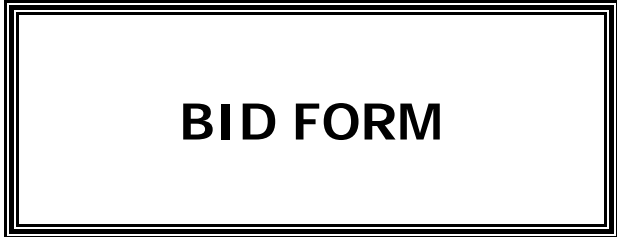
Date

Company

Address

City, State, Zip

Hidalgo County Head Start Program
Procurement Department
AIR CONDITIONING MAINTENANCE & REPAIR
BID #2014-004-08-01



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

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

Hourly Rate for:

AIR CONDITIONING REPAIR & MAINTENANCE: _____ per hour.

Parts Mark Up: _____ %

BIDDER/COMPANY NAME: _____.

ADDRESS: _____.

CITY/STATE/ZIP CODE: _____.

TELEPHONE NUMBER: _____ FAX NUMBER: _____.

CELLULAR/PAGER NUMBERS: _____.

TITLE: _____.

SIGNATURE: _____.

PRINTED NAME: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status: _____

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

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

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

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

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

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

CERTIFICATION
Regarding Debarment, Suspension Ineligibility

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

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

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Date: _____

Business Name: _____

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

this Contract shall automatically be terminated and Contractor shall immediately notify the Program of such suspension or revocation.

2. The term of this Contract shall commence on September 1st, 2014, and terminate August 31st, 2016. The term may be extended for an additional two (2) years by mutual agreement of the parties hereto on the same terms and conditions.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency or County of Hidalgo. In addition, the Contractor shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the Services provided hereunder at any time. The Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

4. As consideration for the above and foregoing, the Contractor shall submit a monthly billing statement to the Program at:

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

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by the Program. The Contractor shall be compensated for the Services based on the fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The Contractor must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Contractor represents and maintains that Contractor is an independent contractor and is not an employee of the Program, Hidalgo County, Texas, or any

agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Contractor agrees to be responsible for any and all taxes included but not limited to federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

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

If TO PROGRAM:

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

IF TO CONTRACTOR:

7. Contractor agrees to provide general liability, premises liability and auto liability insurance covering his and his employee's activities in the service for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

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

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

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

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

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

E. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this Agreement for ninety (90) days from the date of termination of the Contract at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

F. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

G. Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the Services under this Agreement or in the selection of associates, employees, or independent contractors.

H. Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rules and regulations of the Program, and all currently accepted and approved methods and practices of the practice or profession relating to the Services.

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

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

EXECUTED as of the day and year first written above.

CONTRACTOR:

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Name

BY: _____
Ramon Garcia, County Judge

(Print Name)

BY: _____
Teresa Flores, Executive Director

(Owner)

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

BY: _____
Stephen L. Crain

EXHIBIT A

HIDALGO COUNTY HEAD START PROGRAM AIR CONDITIONING SERVICE

Description of Services

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

- Cleaning all components, removing dust, old lubricants or contaminants to allow Equipment to function as designed.
- Overhaul equipment and devices not in proper working order.
- Replace equipment, devices, system, compressors, or components not in proper working order.
- Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.

Parts requiring replacement shall be the newest design available provided they are compatible with en-use equipment and functionally equivalent.

Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Director or designated department head.

EMERGENCY CALLS

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

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

Exhibit A, Description of Services (Cont.)

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

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

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

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

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

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

EXHIBIT B

FEE SCHEDULE:

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See specific instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

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

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

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

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

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

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

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

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

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