

Hidalgo County Head Start Program Policy Council Agenda

DATE: March 23, 2016

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.

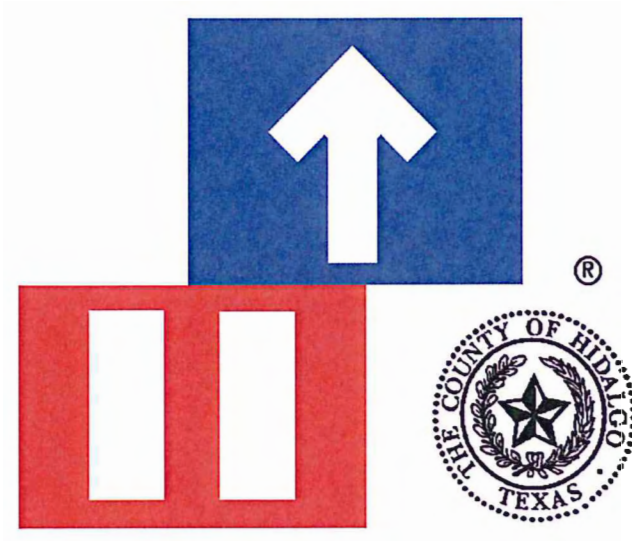
RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds 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 *E. Garcia*
PROGRAM DIRECTOR'S APPROVAL: Jessica Flores *Jessica Flores*

Bid No: 2016-005-05-06 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 #2016-005-05-06
FOR
HIDALGO COUNTY HEAD START PROGRAM**

April 5, 2016

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 #2016-005-05-06
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 5, 2016
Date

April 5, 2016

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 MAY 6, 2016. 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 vendors 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 pay 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.	<u>May 6, 2016</u>
Project Award of Contract or Issuance of Purchase Order	_____
Project Commence Work or Deliver Products	_____

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.

NOTICE:

ALL COMMUNICATIONS BY A VENDOR THE PROGRAM, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY HEAD START PROGRAM PROCUREMENT DEPARTMENT.

19. Disclosure of Conflict of Interest

- Effective January 1, 2016, 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 ("Program") 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 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 who 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 other 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. Completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Court House.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**

As of January, 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the Program before the Program may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 381-0439 or via email to ambrosio,tovar@hchsp.org. Hidalgo County Head Start Program cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instruction for completion and submittal of Form 1295 may be found on the Texas ethics Commission website:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FOR 1295. HIDALGO COUNTY HEAD START PROGRAM CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2". COMPLETION AND SUBMISSION OF FORMS CIS IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. 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 #2016-005-05-06
FOR HIDALGO COUNTY HEAD START PROGRAM"**

April 5, 2016

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 #2016-005-05-06

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

Hidalgo County Head Start Program Center Directory 2015-2016

ALAMO H/S C.M.: MARY DE LA ROSA 303 South 7 th Alamo, TX 78516 Phone #: 787-4318 Fax #: 283-0573	EDINBURG III H/S C.M.: MARIA SALINAS 3817 Veterans Boulevard Edinburg, TX 78539 Phone #: 383-7041 Fax #: 383-7370	MCALLEN IV H/S C.M.: IMELDA VELA 3900 South Ware Road McAllen, TX 78501 Phone #: 618-3797 / 687-3665 Fax #: 618-1256	MONTE ALTO H/S C.M.: 25249 1ST STREET Monte Alto, TX 78538 Phone: 262-4591 Fax #: 262-9229	SULLIVAN CITY H/S C.M.: IDOLINA RIVERA 379 E. Expressway 83 Sullivan CITY, TX 78595 Phone #: 485-2996 Fax #: 485-9597	ADMINISTRATION OFFICE 1901 W. State Hwy 107 McAllen, TX 78504 P.O. Box 0117 Edinburg, TX 78540-0117 Phone #: 383-0706
ALTON H/S C.M.: SIMONA PENA 202 W. Dawes Ave. Alton, TX 78572 Phone #: 581-8854 Fax #: 583-6016	EDINBURG IV H/S C.M.: ESTEFANA BARCO 3215 Richardson Rd. Edinburg, TX 78539 Phone #: 383-4730 Fax #: 316-0432	MCALLEN V H/S C.M.: CIDELIA MONTEAGUDO 2500 Laurel Avenue McAllen, TX 78501 Phone #: 928-1396 Fax #: 994-8292	PALACIOS ELEMENTARY C.M: VIRGINIA MONTANEZ 801 E. Thomas Drive Pharr TX. 78577 Phone #: 354-2112 Ext: 7540 Fax #: 354-3069	UTRGV H/S C.M.: MARIA D. GUTIERREZ 1201 W. University Drive COLL. OF ED., RM 1.408/1.410 Edinburg, TX 78539 Phone #: 665-2465 Fax #: 665-2466	DEPARTMENTS FAX #s: <u>Administration</u> 380-2588 <u>Procurement</u> 381-0439 <u>Finance</u> 380-4118 <u>Special Services</u> 380-4146 <u>Family Services</u> 380-4163 <u>Human Resources</u> 380-4176 <u>Staff/D/education/Transition</u> 380-4178 <u>Child Nutrition</u> 380-4179 <u>Health/Mental Health</u> 380-4153 <u>Insurance</u> 380-4176 <u>Maintenance/Transportation</u> 380-4180
AUSTIN (A-1) H/S C.M.: MARTHA VARA 2100 Fir ST McAllen, TX 78501 Phone #: 631-4240 / 630-9876 Fax #: 682-5709	EDINBURG V H/S C.M.: LUDIVINA ALMAGUER 3500 E. F.M. 2812 Edinburg, TX 78539 Phone #: 383-0665 Fax #: 383-2760	MCALLEN VI H/S C.M.: ALMA ZEPEDA 2601 Sarah Avenue McAllen, TX 78502 Phone #: 683-8166 / 683-0492 Fax #: 683-1966	PALMVIEW II H/S C.M.: CYNTHIA GONZALEZ 618 N Breyfogle Rd. Palmview, TX 78574 Phone: 583-4435 / 583-4413 Fax #: 584-3178	WESLACO I H/S C.M.: NATALIA SALAS 310 N. Kansas St. WESLACO, TX 78596 Phone #: 968-3886 Fax #: 969-8116	
DONNA I H/S CM: MARIA H. NAJERA 1402 Silver Ave. Donna, TX 78537 Phone #: 464-2443 Fax #: 464-5373	FARIAS ELEMENTARY C.M.: MARIO RENDON, JR. 1100 W. Acacla ST. Alamo, TX 78516 Phone #: 354-2114 Ext:7545 Fax #: 354-3070	MERCEDES I H/S C.M.: VERONICA ZAMORA 1100 W. Expressway 83 Mercedes, TX 78570 Phone #: 585-5062 Fax #: 514-1163	PALMVIEW III H/S C.M.: ANNA CEDILLO 1208 Paula Drive Rear (Unit 3) Palmview, TX 78574 Phone #: 584-3880 Fax #: 584-3857	WESLACO III H/S C.M.: NELDA SANCHEZ 1317 W. Expressway 83 Weslaco, TX 78596 Phone #: 968-9751 Fax #: 969-8668	
DONNA II H/S CM: AHOLIBAMA LOPEZ 1715 Miller Ave. Donna, TX 78537 Phone #: 464-2561 Fax #: 461-3830	HIDALGO H/S C.M.: JANETTE LEAL 607 South 5th St. Hidalgo, TX 78557 Phone #: 843-8361 / 843-6321 Fax #: 843-6739	LA ESTANCIA H/S C.M.: OLGA RUBIO 3601 East Mile 8 North Weslaco, TX 78596 Phone #: 514-5492 Fax #: 514-1247	PHARR H/S C.M.: MARIZA GARCIA 415 E. Clark Pharr, TX 78577 Phone #: 781-0116 /283-7827 Fax #: 787-4750	WESTERN RD H/S C.M.: ELIZABETH GONZALEZ 8245 E. Poinsetta Dr. Mission, TX 78573 Phone #: 583-9700 Fax #: 581-8155	
DONNA IV H/S C.M: AHOLIBAMA LOPEZ 202 West South Avenue Donna, TX 78537 Phone #: 461-2699 Fax #: 461-3245	LA HERENCIA H/S C.M.: OLGA RUBIO RR 3 Box 3059 Mercedes, TX 78570 Phone #: 514-4828 Fax #: 514-4917	MISSION I H/S C.M.: ZORAIDA GARCIA 115 Mayberry Mission, TX 78572 Phone #: 581-2031 Fax #: 585-7802	PROGRESO H/S C.M.: MARICELA INFANTE 109 W. Palm Ave Progreso, TX 78579 Phone #: 565-0107 Fax #: 514-0317		CENTRAL KITCHENS: EDCOUCH KITCHEN HEAD COOK: BERTHA HERNANDEZ W. Hwy 107 & Mile 4 N. Edcouch, TX 78538 Phone #: 262-2552/262-9867 Fax #: 262-5284 PALMVIEW KITCHEN HEAD COOK: SUSANA GARCIA 1208 Paula Dr., Unit II Mission, TX 78572 Phone #: 581-7415 Fax #: 581-0020
EDCOUCH H/S C.M: ALEJANDRA PEREZ 201 N. Yellow Jacket Dr. Elsa, TX 78538 Phone #: 262-4552 Fax #: 262-7527	LA JOYA H/S C.M.: MARISSA GUERRA 105 E. 5th & Leo Ave. La Joya, TX 78560 Phone #: 581-2022 / 581-1372 Fax #: 584-7298	MISSION II H/S C.M.: PETRA MARTINEZ 1105 East 8th St. Mission, TX 78572 Phone #: 581-3635 Fax #: 583-6218	SAN CARLOS H/S C.M.: IRMA GONZALEZ 134 North 86 San Carlos, TX 78539 Phone #: 381-9119 Fax #: 381-8307		
EDINBURG I H/S C.M: MARIA SALINAS 225 South 25th St. Edinburg, TX 78539 Phone #: 383-3922 / 383-0931 Fax #: 383-0823	LAS MILPASTI H/S C.M.: LUCILA POBLANO 714 Zapata Ave. Pharr, TX 78577 Phone #: 783-1723 Fax #: 781-2696	MISSION III H/S C.M.: DIANA MIRELES 3401 N. Mayberry Mission, TX 78572 Phone #: 580-9709 Fax #: 581-3252	SAN JUAN I H/S C.M.: VERONICA GARCIA 200 North Cougar San Juan, TX 78589 Phone #: 787-4358 Fax #: 787-8265		
EDINBURG II H/S C.M.: MARIA D. GUTIERREZ 1200 North 1st St. Edinburg, TX 78539 Phone #: 380-1088 / 289-1966 Fax #: 287-9321	LONGORIA H/S C.M.: MARGIE MORENO 2500 N. Cypress Pharr, TX 78577 Phone #: 354-2110 Fax #: 354-3068	MISSION IV H/S C.M.: DIANA ANZALDUA 301 South Inspiration Mission, TX 78574 Phone: 581-6409/581-6453 Fax: 581-1835	SAN JUAN II H/S C.M.: NINFA SANTANA 601 Earling Rd. San Juan, TX 78589 Phone #: 782-1056 / 781-7486 Fax #: 781-9022		911 Addresses Revised: 02.23.16

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.

OFFICE USE ONLY

Date Received

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.

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT D-2

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT**

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.
3. **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
4. **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
5. **List gifts accepted, if the aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in Item 3 that in the aggregate exceed \$100 in value.
6. **Affidavit.** Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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 _____, 2016.

Notary Public

My Commission expires: _____, 2016

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

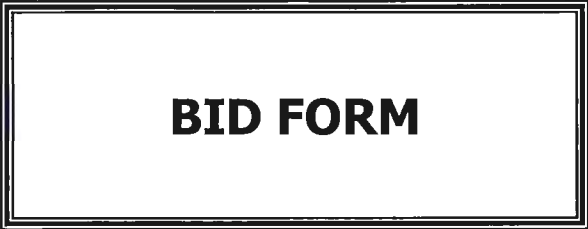
Date

Company

Address

City, State, Zip

Hidalgo County Head Start Program
Procurement Department
AIR CONDITIONING MAINTENANCE & REPAIR
BID #2016-005-05-06



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.

2. The term of this Contract shall commence on September 1st, 2016, and terminate August 31st, 2017, unless earlier terminated as provided herein. The term may be extended for an additional one (1) year 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 Program 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 Contractor. 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.

I. **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 both parties 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: _____

BY: _____
Ramon Garcia, County Judge

(Owner)

BY: _____
Teresa Flores, Executive Director

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

EXHIBIT B

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

FEE SCHEDULE

\$ _____ Dollars per hour

_____% Part Mark Up.

**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: Individual Sole proprietor Corporation Partnership Other ▶ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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 ▶

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.