



## Hidalgo County Head Start Program Policy Council Agenda

**DATE:** August 10, 2016

**SUBJECT:** Discussion/Approval of Bid Award and Contract to Lowest and Best Bid Meeting All Specifications for RFB #2016-005-05-06: Air Conditioning Maintenance & Repair

**RATIONALE/NEED:** To contract with vendor to provide Air Conditioning Maintenance & Repair to all Head Start facilities.

**RECOMMENDATION:** Administration recommends approval of bid awards to Roberto Ontiveros, dba/JR Electric.

**COST:** Head Start (HHS-ACF) funds for this project are available.

**RELATED INFORMATION INCLUDED:** Bid Tabulation/Contract

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

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

**PROGRAM DIRECTOR'S APPROVAL:** \_\_\_\_\_

*Ambrosio Tovar*  
*Edmundo Garcia*  
*Terese Flores*

**HIDALGO COUNTY HEAD START PROGRAM  
PROCUREMENT DEPARTMENT  
BID TABULATION SHEET**

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **MAY 6, 2016**

BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"AIR CONDITIONING REPAIRS"**

BID NUMBER 2016-005-05-06

BID # RFB#	NAME OF COMPANY	CONTRACTOR'S PRICE PER HOUR	CONTRACTOR'S MARK-UP %	
#1	HECTOR'S AIRCON	\$49.50 / HOUR	15% MARK-UP	
#2	ROBERTO ONTIVEROS DBA JR ELECTRIC & AC	\$20.00 / HOUR	15% MARK-UP	



1. Contractor represents that Contractor is licensed by the State of Texas, and qualified to perform and execute the services provided in this Contract. If such license is suspended or revoked, 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 1<sup>st</sup>, 2016, and terminate August 31<sup>st</sup>, 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: Roberto Ontiveros dba  
JR Electric & A/C  
100 Miller Ave.  
Mission, TX 78572

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

\$ 20 Dollars per hour

15 % Part Mark Up.

Affidavit & Indemnity Agreement

Date: 6/3/2016

Affiant: Roberto Ontiveros dba/ JR Electric

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant: Roberto Ontiveros (s)he is a sole proprietor doing business as JR Electric. As a A/C Maintenance/Repair Licensed Professional with Hidalgo County Head Start Program under Contract # C-16-005-08-01. Affiant will provide services for Hidalgo County Head Start Program.

Affiant further states that she has not employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County Head Start Program and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind of nature, arising out of or in any way relating to the services performed by Affiant.

Further Affiant sayeth not.



ROBERTO ONTIVEROS Printed Name of Affiant:

SWORN AND SUBSCRIBED TO under oath before me on June 3rd, 2016.

Notary Public, State of Texas 





# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-64202

Date Filed:  
06/01/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

JR ELECTRIC @ AIR CONDITIONING  
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo Head Start Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C-16-005-08-01  
Air Conditioning Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ontiveros, Roberto	Mission, TX United States	X	

5 Check only if there is NO interested party.

### 6 AFFIDAVIT

I swear or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Roberto Ontiveros*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP/SEAL ABOVE

Sworn to and subscribed before me by the said Roberto Ontiveros this the 2nd day of June, 2016 to certify which witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

Sarah J. Hinojosa  
Printed name of officer administering oath

Notary Public, State of Texas  
Title of officer administering oath