

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE**

**BID OPENING DATE: SEPTEMBER 12, 2007**

**BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: " PEST CONTROL SERVICES"**

**BID NO: 2007-114-09-12-SMA**

**BUYER: SANDRA MONTALVO**

<b>BID # RFB#</b>	<b>NAME OF COMPANY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>BID BOND OR CHECK INCLUDE</b>
#1	MID VALLEY PEST CONTROL		\$570.00	
#2	ORKIN INC.		\$1,019.00	
#3	BUG OFF PEST CONTROL		\$850.00	
#4	ESPARZA PEST CONTROL		\$630.00	
#5				
#6				
#7				
#8				
#9				



Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Sheriff or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year commencing **January 1, 2008** and expiring **December 31, 2008** and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

**DRAFT**

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

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

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

**DRAFT**

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

If to Company           **Benito Campos , Jr. d/b/a  
Mid Valley Pest Control  
Attn: Benito Campos, Jr., Owner  
8002 East Curry Road  
Edinburg, Texas 78539**

13.     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.

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

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

**WITNESS** our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Approved by Commissioners Court on \_\_\_\_\_.

**APPROVED AS TO FORM:**

**DRAFT**

By: \_\_\_\_\_  
Atlas & Hall, LLP

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**COMPANY:** Benito Campos, Jr. d/b/a  
Mid Valley Pest Control  
By: \_\_\_\_\_  
Printed Name: Benito Campos, Jr.  
Title: Owner