

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: SEPTEMBER 10, 2008

BID OPENING TIME: 9:30 A.M.

NEW OPENING DATE: September 24, 2008

DESCRIPTION OF BID: "IMPUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY"

BID NO: 2008-239-09-10-MSS

BUYER: MOISES SALAZAR

	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	Addendum No. 1
#1	Palm Valley Animal Cnty.		\$400,000.00 yr	✓
#2				
#3				
#4				
#5				
#6				
#7				

**Hidalgo County Purchasing Department
Bid Opening Sign In**

Date: September 24, 2008

Please Print Name	Company Name
1. Pedro Sgenz	STENZ UTILITY
2. JUAN MENDOZA	J.M. Construction
3. Jesse Villegas Jr	Dannerbaum Engineering
4. RENE De la Cruz	THE REAL ESTATE CENTER, INC
5. King Alvarez	Messner Farms, Inc
6. Roger V Gonzalez	Ro Valley App, LLC
7. JAMES BERDEUM	Valley Park, OG
8. Eleazar Villanera	5125 CO
9. Raul Iglesias	Asago Construction
10. Oscar Cuellar Jr	City of Pecos
11. Manuel Delan	City of Pecos
13. Javier Hinojosa	Javier Hinojosa Engineering
14.	

Bid #

1. 2008-239-09-10-MSS
2. 2008-355-09-24-OTM
3. 2008-162-09-24-OTM
4. 5007-91-0315-5000-9100-GVG
5. 2008-357-09-24-OTM
6. 5004-05-55-0311-5000-5500-ML

Description

- Impoundment and Quarantine of small animals within Hidalgo County
- Lubricants (Grease, Oil, Hydraulic Fluids) and Anti-Freeze products
- Off Premises storage, records management, pickup, retrieval & delivery Services
- Precinct No. 1 – Fire Station Equipment Purchase
- Additional Expansion of Professional Real Estate Appraisers
- City of Palmview-Sun Valley Access Road Street Improvement Project

Hidalgo County Purchasing Department
Bid Opening Sign In

Date: September 24, 2008

Please Print Name	Company Name
1. Norme Garza	Co. Clark
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
13.	
14.	

Bid #

1. 5004-07-93-0311-5000-9300-ML

Description

Precinct 3 for City of Peñas Street Improvements – Camargo Subdivision

- 2.
- 3.
- 4.
- 5.
- 6.

-
-
-
-
-
-



PURCHASING DEPARTMENT
County Of Hidalgo

September 9, 2008

RE: **ADDENDUM NO.1**
FOR BID No.: 2008-239-09-10-MSS
'HIDALGO COUNTY - IMPOUNDMENT
AND QUARANTINE OF SMALL
ANIMALS WITHIN HIDALGO COUNTY.

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **HIDALGO COUNTY - request for bids for "IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY"**.

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet **LEGAL NOTICE** page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us **VIA FAX AT (956) 318-2629**.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"HIDALGO COUNTY- IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY"**.

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY:

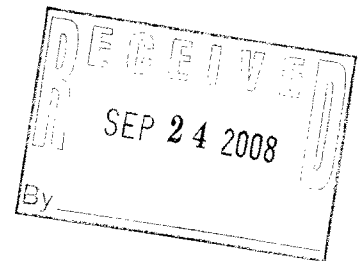
ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/ms

Enclosures

ADDENDUM NO. 1

September 9, 2008



**"HIDALGO COUNTY-
IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY**

BID NO.: 2008-239-09-10-MSS

Bid Opening Date: September 10, 2008

NEW BID OPENINGS DATE: September 24, 2008

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 EXTENSION OF BID OPENINGS DATE

FROM: SEPTEMBER 10, 2008

TO: SEPTEMBER 24, 2008

One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2008-239-09-10-MSS- HIDALGO COUNTY-Impoundment and Quarantine of Small Animals within Hidalgo County"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M. (NEW DATE) WEDNESDAY, SEPTEMBER 24, 2008.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB 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 WITH REFERENCE TO **"RFB No.- 2008-239-09-10-MSS -HIDALGO COUNTY—IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY "**.

I, DARIN L. LANDRUM, acknowledge receipt of ADDENDUM NO. 1 dated, September 9, 2008, for RFB-"HIDALGO COUNTY –IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY", bid opening date modifications.

PALM VALLEY ANIMAL CENTER

Printed Bidder Name

9-24-08

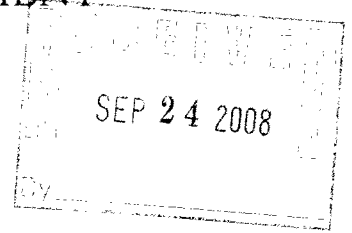
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....



PURCHASING DEPARTMENT

County Of Hidalgo



**REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
“IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS
WITHIN HIDALGO COUNTY”
Bid No: 2008-239-09-10-MSS**

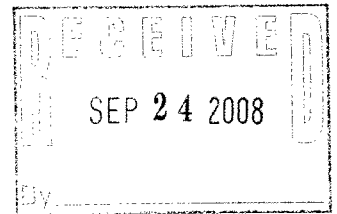
1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit “A” Specifications, consisting of 3 pages.
4. Exhibit “B” Bid Page, consisting of 1 page.
5. Exhibit “C” Insurance Requirements, consisting of 3 pages.
6. Exhibit “D” CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application, consisting of 2 pages.
8. W-9 form, consisting of 4 pages.
9. Certification Regarding Debarment, consisting of 1 page.
10. Draft Service Contract, consisting of 7 pages.

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 Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

August 25, 2008
Date



REQUEST FOR BIDS

HIDALGO COUNTY “IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY”

BID OPENING DATE:

September 10, 2008

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **“HIDALGO COUNTY –IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2008-239-09-10-MSS- HIDALGO COUNTY-Impoundment and Quarantine of Small Animals within Hidalgo County"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, SEPTEMBER 10, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB 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 WITH REFERENCE TO "RFB No.-2008-239-09-10-MSS -HIDALGO COUNTY--IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY "**.

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County 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."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of 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.
5. For work to be performed at a County 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. 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.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his 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. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, 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 County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "HIDALGO COUNTY—IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.

- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	<u>September 10</u>, 2008
Award of Contract	_____, 2008
Commence Work or Deliver Products	<u> </u>, 2008

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- . For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. 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 County.

- . 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.

20. Disclosure of Conflict of Interest

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. 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 for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

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

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. 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.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, 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.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. 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 County in the event of breach or default by successful bidder; County 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.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. 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.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. 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 County.

Bid
for
HIDALGO COUNTY
“Impoundment and Quarantine of Small Animals within Hidalgo County”
BID NO.: 2008-239-09-10-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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 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 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,

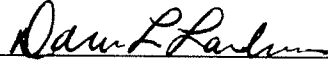
Bidder: PALM VALLEY ANIMAL CENTER
Address: 2501 W. TRENTON
By: 
Printed Name: DARIN L. LANDRUM
Title: EXECUTIVE DIRECTOR

EXHIBIT “A”
BID SPECIFICATIONS

HIDALGO COUNTY
“IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO
COUNTY”

2008-239-09-10-MSS

Exhibit “A” -Page 1 of 3

EXHIBIT "A"

HIDALGO COUNTY- "IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY" Bid No. 2008-239-09-10-MSS

SPECIFICATIONS

1. Provide a proper containment facility in which dogs, cats or other small animals (including certain native/wild species such as opossums, raccoons, etc.) that are picked-up in unincorporated/rural areas of Hidalgo County and may be impounded, quarantined, observed, tested, or destroyed in accordance with the requirements of the Texas Board of Health pursuant to Article 4477-6(a).
2. Provide adequate food, water, shelter, confinement and when indicated and directed by the Director of the Hidalgo County Health Department (Director), administer humane euthanasia to impounded or quarantined animals.
3. Provide facilities that are licensed by the Texas Department of Health to operate as a place where legal and healthful impounding or quarantining of animals may occur.
4. Provide proper space and facilities and impound or place in quarantine all animals required to be impounded or quarantined by the authority and direction of the County Medical Officer, County Health Department Director and any designated person working under the authority of the Director, and/or any County designated person charged with the enforcement of THSC Chapters 823 and 826 or other State or County regulations related to Animal Control. At no time shall Contractor refuse to house any such impounded or quarantined animals.
5. Maintain hours for receiving animals from County for impoundment or quarantine 24 hours a day, seven days a week
6. Provide facilities to incinerate or otherwise to dispose of dog, cat and other small animal carcasses with utilization of the sanitary landfill.
7. Attempt to reunite owners with impounded animals.
8. Assist County when requested in the investigation of animal cruelty.
9. Prepare and ship animal specimen(s)/head(s) to the Texas Department of Health Laboratory for examination (out-of-pocket cost for preparation and shipment to be borne by the owner of the animals or the contractor).
10. Collect proper charges assessed to the owner of an impounded or quarantined animal.
11. In the event of an "Emergency Disaster" relating to the evacuation and sheltering of *service animals* and *household pets*, will cooperate with County in developing an "Animal Disaster Emergency Plan" in a timely manner at no additional cost to the County in accordance with "Government Code-Section

418.043 (11)-Develop plans for the humane evacuation, transport, and temporary sheltering of **"Service Animals"** and **"Household Pets"** in a disaster as required by Sub-Chapter I and in compliance with applicable federal law;

"Government Code-Section 418.201"-Definition of this Section Code;

(1)"Household pet" means a domesticated cat or dog or other animal normally maintained in the home or on the property of either the owner or the caretaker of the animal. Does not include livestock as defined by Section 1.003, Agriculture Code.

(2)"Service Animal" has the meaning assigned for the purposes of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et. Seq.).

"Government Code-Section 418.202"-Evacuation Of Service Animals. Plans developed under Section 418.043(11) must require that:

(1) a person with a disability who uses a service animal be evacuated, transported, and sheltered with that service animal; and

(2)all shelters be informed of the obligation to provide shelter to both the person and the person's service animal.

"Government Code-Section 418.203"-Evacuation Of Household Pets. (a)Plans developed under Section 418.043 (11) must permit:

(1) The simultaneous evacuation of a household pet and the pet's owner or caretaker, if the evacuation can be made without endangering human life; and

(2) The transportation of a household pet using public transportation if:

(A) The pet is safely and securely confined in a cage or carrier designed for pet transport; and

(B) Transportation of the pet will not endanger human life

(C) The division shall coordinate the establishment of an identification system to enable the owner or caretaker of a household pet who is separated from the pet during a disaster evacuation to locate and reclaim the pet.

12. **Contractual Term:** Contract term will be for an initial Two (2) year period with Hidalgo County's option to extend the contract for an additional (1) year term based on prior year's performance evaluation and contingent upon cost remaining unchanged. Furthermore, Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term or extension of current contract commencing upon award by the Hidalgo County Commissioners' Court.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Moises Salazar, Buyer II, Hidalgo County Purchasing Department via e-mail to moises.salazar@co.hidalgo.tx.us or via fax to 956-292-7612. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday September 3, 2008, 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than, 5:00 P.M., Friday, September 5, 2008.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
"IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY"

2008-239-09-10-MSS

EXHIBIT "B"

HIDALGO COUNTY-
"IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY"
Bid No. 2008-039-09-10-MSS

BID PAGE

MONTHLY SERVICES FEE: _____

FEES PER YEAR: \$ 400,000.00

BIDDER'S NAME: PALM VALLEY ANIMAL CENTER

ADDRESS: 2501 W. TRENTON

CITY/STATE/ ZIP CODE: GOINBURG, TX 78539

PHONE NUMBER: (956) 686-1141

FAX NUMBER: (956) 686-8336

AUTHORIZED SIGNATURE: *Darin L. Landrum*

PRINTED NAME: DARIN L. LANDRUM

TITLE: EXECUTIVE DIRECTOR

DATE: 9/08/08

EXHIBIT “C”

INSURANCE REQUIREMENTS

HIDALGO COUNTY
“IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY”

2008-239-09-10-MSS

EXHIBIT "C"

Insurance Requirements

The Bidder 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 Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$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 Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County 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 Acknowledgment

I, DARIN L. LANDAUM, authorized representative for PALM VALLEY ANIMAL CENTER
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

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

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

Darin Landaum
Authorized Representative

9/08/08
Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and 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 the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT "C"

Insurance Requirements

The Bidder 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 Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$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 Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County 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.

EXHIBIT “D”

CONFLICT OF INTEREST QUESTIONNAIRE

HIDALGO COUNTY
“IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY”

2008-239-09-10-MSS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing 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 governmental entity?

Yes No

C Is the filer of this 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

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 contract with Hidalgo County 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

VENDOR / BIDDER APPLICATION

HIDALGO COUNTY
"IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY"

2008-239-09-10-MSS

HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: <u>PALM VALLEY ANIMAL CENTER</u>		Telephone No. (<u>956</u>) <u>686-1141</u>
dba Name:		
Legal Name: <u>PALM VALLEY ANIMAL CENTER</u>		
Mailing Address: <u>2501 W. TRENTON</u>		Fax No. (<u>956</u>) <u>687-8336</u>
Physical Address: <u>2501 W. TRENTON</u>		
City, State, Zip <u>EDINBURG TX 78539</u>		Tax I.D. No. <u>741819910</u>
Remit to Address:		City, State, Zip
E-Mail Address: <u>director@palmvalleyanimalcenter.org</u>		
Representative(s) Name(s) & Title(s)		
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify		
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.		
State of Incorporation: <u>TEXAS</u>		Date: <u>8/15/1974</u> Other:
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input checked="" type="checkbox"/> Other, Specify <u>NON-PROFIT - ANIMAL SHELTER</u>		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>DARIN L. LANDAUM (EXECUTIVE DIRECTOR)</u>		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)		
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:		<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate Certification No.(s): _____ or are Certificate(s) attached?:		<input type="checkbox"/> Yes <input type="checkbox"/> No
What type of product(s) is/are solicited by your company?:		
Would you like to be provided with specifications for procurements of such products?:		<input type="checkbox"/> Yes <input type="checkbox"/> No
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____		

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendor. 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?: Texas Building & Procurement 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, RFP, 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): Texas Building & Procurement 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): Texas Building & Procurement 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): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

IRS W-9 FORM

HIDALGO COUNTY
"IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY"

2008-239-09-10-MSS

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) PALM VALLEY ANIMAL CENTER	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 2501 W. TRENTON	Requester's name and address (optional)
City, state, and ZIP code EDINBURG TX 78539	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number								

or

Employer identification number								
7	4	1	8	1	9	9	1	0

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:

1. 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
2. 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
3. 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 ▶ *Dawn L. Landon*

Date ▶ *9/08/08*

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:

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DEBARMENT CERTIFICATION FORM

HIDALGO COUNTY
"IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY"

0000 000 00 10 1 400

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, 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. 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, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: *Darin L. Landrum*
Print Name: DARIN L. LANDRUM
Title: EXECUTIVE DIRECTOR
Telephone Number: (956) 686 - 1141
Date: 9/08/08

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

DRAFT CONTRACT

HIDALGO COUNTY
"IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY"

2008-239-09-10-MSS

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT
C-08-239-00-00

This Agreement is made and entered into effective _____ by and among HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas, and _____ (COMPANY) _____ of the State of Texas.

WITNESSETH:

WHEREAS, County has the responsibility and duty to provide a location for the improvement of impoundment of animals and the quarantine of small animals that are reported to be or which the County has probable cause to believe are rabies or have exposed an individual to rabies; and

WHEREAS, County does not have facilities to impound or quarantine animals and desires to contract with a person having such facilities and services necessary to provide the proper quarantine, tests and other services required by Chapter 826, Texas Health & Safety Code, rules and regulations adopted by County related to local control programs and standards that are in compliance with Chapter 826, Texas Health & Safety Code; and

WHEREAS, Contractor has facilities which qualify as an animal shelter, pursuant to Chapter 826, Texas Health & Safety Code, located within the extraterritorial jurisdiction of the City of Edinburg, Texas and within the extraterritorial jurisdiction of McAllen Texas, both of which are suitable for the County to utilize in impounding, quarantining and observing animals, pursuant to Chapter 826, Texas Health & Safety Code, as well as

providing a place for person located outside of the corporate limits of any municipality in Hidalgo County to utilize for placement of unwanted stray or abandoned animals; and

WHEREAS, the _____ COMPANY _____ has submitted a proposal to Hidalgo County, Texas to provide facilities to impound, quarantine and observe animals and provide facilities that qualify as animal shelters in the City of _____ to properly quarantine, test conduct humane euthanasia and dispose of the animals when necessary and has also agreed to provide the facilities for these purposes for residents for the non-incorporated areas of Hidalgo County who desire to bring unwanted stray animals to either facility.

NOW, THEREFORE, IT IS AGREED by and between County and Contractor as follows:

1. Definition

- a. "Animals" mean dogs, cats or other small animals that are impounded at the Facilities either by County authorities or by a person residing outside of the corporate limits of municipalities in Hidalgo County.
- b. "Animal Shelter" means a facility that keeps, provides a shelter for or legally impounds stray, homeless, abandoned or unwanted animals pursuant to Chapter 826, Texas Health & Safety Code.
- c. "Contractor" shall mean _____ COMPANY _____.
- d. "County" means Hidalgo County, Texas.
- e. "Director" means Medical Officer and/or Director of Hidalgo County Health Department.
- f. "Facilities" means the Animal Shelter owned by Contractor located within the extraterritorial jurisdiction of Edinburg, Texas..

1. Contractor agrees to provide a proper Animal Shelter regulated by and complying with standards prescribed by Chapter 826, Texas Health & Safety Code, in which Animals may be impounded, quarantined, observed, put to death and disposed of either at the request by County authority or by persons who desire to place stray or abandoned Animals in the Facilities throughout the term of this Agreement under the provisions set forth hereinafter.

2. The term of this Agreement shall be for a period of time beginning _____ and ending _____.

3. As consideration for performing the services enumerated hereinafter, County agrees to pay Contractor a sum equal to _____. Contractor shall be paid an amount equal to the prorate portion of the Contract performed by the Contractor during the prior month on the first day of each month that the services have been performed by Contractor for County. This fee shall cover all services rendered by Contractor under this Agreement.

4. Contractor shall provide the following services under the terms of the Contract during the term of this Agreement

5. Contractor shall provide adequate food, water, shelter, confinement and, when situations warrant, humane euthanasia for all impounded or quarantined Animals.

a. Contractor shall provide County with Facilities that are licensed by the Texas Department of Health to operate as a place where legal and healthful impounding or quarantining of Animals may occur.

b. Contractor shall impound or place in quarantine in the Facilities all Animals required or requested to be impound or quarantined per the authority and direction of the director, person who is designated and charged with the enforcement of the Chapter 826, Texas health & Safety Code, or other State or County regulations. Contractor shall also impound or place in quarantine the Facilities all Animals submitted to Contractor by persons who reside outside of the corporate limits of any municipality in Hidalgo County who desire to place such animals in the Facilities. At no time shall Contractor refuse to house and provide for any such Animals.

c. Contractor shall maintain hours for receiving Animals for housing during twenty-four(24) hours of each day of the week, unless notification to the County is provided by Contractor forty-eight (48) hours prior to any change of such hours of operation. Emergency closing of the Facilities may be necessary and applicable reasons shall be enumerated in the "Force Majeure" action of this Contract.

d. Contractor will, on a "best efforts" basis, attempt to reunite owners with impounded Animals.

e. Contractor will attempt to secure adoptive homes for all unclaimed Animals

and shall require that any Animal adopted from said Facilities shall, in the case of mature adult Animals, be surgically altered to prevent conception of offspring.

f. ~~Contractor will provide, under County authority, programs by which reduced cost of rabies vaccination for pet animals may be obtained by the residents may bring their animals for such vaccinations, to convenient, County-owned locations. Cost of vaccinations shall be borne by the resident and the County and Contractor shall not be liable for any accident, injury or malevolent occurrence to residents or animals arising from the conducting of said clinics.~~ → DO NOT HAVE A VETERINARIAN ON STAFF

g. Contractor will assist County, when requested, into the investigation of animal cruelty.

h. Contractor shall conduct humane euthanasia on Animals when directed by Director and dispose of all dead Animals by cremating them. → (SANITARY LANDFILL)

ix. Contractor shall provide the services for and bear all costs for the preparation and shipment of any Animal to the Texas Department of Health for laboratory testing.

j. Contractor shall provide laboratory testing of any Animal that becomes ill or expires during rabies quarantine, including but not limited to shipping such animal to a facility designated and licensed by the Texas Department of Health. County authorizes its Director to instruct Contractor in the preparation and shipment of any such Animals by verbal order.

1. In addition to the consideration paid herein, County shall have the responsibilities under the terms of this Agreement that are listed as follow:

a. County has designated Director as the person whose responsibility shall be the enforcement of Chapter 826, Texas Health & Safety Code and the impounding and quarantine of Animals. Director shall act as the Rabies Health Authority for County and shall act as liaison between County and Contract at all times when the members of the County Commissioners Court are not available.

b. County, by these presents, authorizes Contractor to use its discretion in disposing of any Animal not redeemed by its own after seventy-two (72) hours have elapsed from the initial time the Animal is impounded or quarantined at Contractor's Facilities and shall defend and hold Contractor harmless for any action taken by Contractor to dispose of any Animal thereafter.

c. Contractor shall have the legal authority to administer humane euthanasia to any Animal when; in the opinion of Contractor, the Animal is suffering or moribund from serious injury or illness, even though the seventy-two hour period or impoundment or quarantine has not expired.

d. County shall impound and quarantine all Animals that have bitten or that are suspected to have bitten a human or other animal in the Facilities for a period of not less than ten (10) days. During this time, the Animal shall be monitored by Contractor for symptoms of rabies. Director or his designee shall inspect such Animals on the first and last day of said period of impoundment or quarantine. In no event shall Contractor release any Animal from such observation until instructed to do so by written instrument issued by the Director or designee. All such Animal will be placed in Contractor's facility for quarantine.

e. County shall establish and appoint an Advisory Committee to assist in complying with Chapter 826, Texas Health & Safety Code, which shall be composed of at least one licensed veterinarian, one county official, one person whose duties include the daily operation of an animal shelter and one representative from an animal welfare organization. County shall use its best efforts to require that this Advisory Committee shall meet at least three times a year.

1. Residents of Hidalgo County shall be allowed to surrender Animals directly to Contractor. Such Animals may be placed for adoption or humanely euthanized by Contractor.

2. If an Animal becomes ill or expires during rabies quarantine, it is the responsibility of Contractor to provide laboratory testing of such Animal in a facility designated and licensed by the Texas Department of Health to accomplish such tests. County hereby authorizes Director to instruct the contractor in the preparation or shipment of such Animals by verbal order.

3. All official communications and notices between County and Contractor shall be in writing and shall be deemed delivered when placed in the United States mail for delivery to the following address:

County Judge of Hidalgo County
HIDALGO COUNTY ADMINISTRATION BUILDING
100 E. Cano
Edinburg, Texas 78539

COMPANY NAME
ADDRESS
CITY, STATE ZIP

4. Contractor shall indemnify and hold harmless the County against all claims, demands, damages, costs or fees arising from conduct or management of business in or on Contractor's premises or from any act of negligence of Contractor against all claims arising from conduct, management of business or any act of negligence of County, its employees or agents.

5. This Agreement shall be binding and inure to the benefit of both parties.

6. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations crated herein are performable in Hidalgo County, Texas. In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect such shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

7. 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 named herein.

8. Force Majeure: Neither County nor Contractor shall be required to perform any act, term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure (acts of God), strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, fire, windstorm or any other cause not reasonably in the control of the County or Contractor any, which by the exercise of due diligence, County or Contractor is wholly or in part unable to overcome.

DRAFT

WITNESS our hands in duplicate originals this _____ day of _____, 200__.

Approved by Commissioners' Court on, _____ day of _____, 200__.

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____