

# MEMORANDUM

**To:** All Precincts and Buildings and Grounds  
**From:** Sandra Montalvo, Buyer  
Hidalgo County Purchasing Dept.  
**Date:** January 27, 2009  
**Re:** Bid No. 2009-010-00-00-SMA-Approval of Specifications for **HIDALGO COUNTY-  
"PEST CONTROL SERVICES"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.


If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE <input type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input checked="" type="checkbox"/>	

FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1100-419-40-220-001-0-425

	Daniel Flores	Buildings & Grounds	1/29/09
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by no later than Monday, February 2, 2009 @ 10:00 a.m.**

Enclosures

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FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1100-432-00-121-00 1-0-425  
9-1201-431-00-121-004-0-425  
9-1201-431-00-121-005-0-425  
9-1211-452-00-121-013-0-425

<i>Sandra Montalvo</i>	NoE Montalvo	PCT 1	2/2/09
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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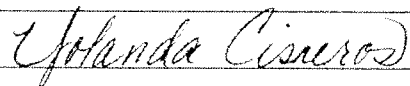
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APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY:   X   YES /            NO/            Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1100-432-00-122-001-0-425 Sanitation, 9-1202-431-00-122-005-0-425 Administration, 9-1202-431-00-122-006-0-425 Road & Bridge, & 9-1212-452-00-122-008-0-425 Parks

	Yolanda Cisneros	Hidalgo County Pct. 2	01/28/2009
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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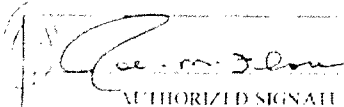
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APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY:  YES  NO  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1362-451-00-133-007-0-4.35  
9-1313-452-00-123-008-0-4.35

 AUTHORIZED SIGNATURE	<u>Sandra Montalvo</u> PRINTED NAME	<u>Purchasing</u> DEPARTMENT	<u>1/28/09</u> DATE
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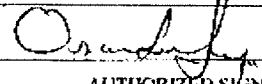
FUNDS AVAILABILITY:  YES /  NO /  Other

(Specify) \_\_\_\_\_

BUDGET ACCOUNT #: 9-1204-431-00-124-007-0-425

9-1204-431-00-124-005-0-425

9-1100-432-00-124-001-0-425

	Oscar L. Barza JR	Hidalgo Co. Pct. #4	2-28-09
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

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Enclosures

<b>Bid No:2009-010-03-04-SMA</b>	<b>Buyer: Sandra Montalvo</b>	<b>Tel. No: (956) 318-2626 ext 4865</b>
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# **REQUEST FOR BIDS**

## **HIDALGO COUNTY “PEST CONTROL SERVICES”**

### **BID OPENING DATE:**

March 04, 2009

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

LEGAL NOTICE

**BID NO: 2009-010-03-04-SMA**

1. Sealed bids will be received for **“HIDALGO COUNTY – PEST CONTROL SERVICES”** 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. 2009-010-03-04-SMA- HIDALGO COUNTY- PEST CONTROL SERVICES"** 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, MARCH 04, 2009.** **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.-2009-010-03-04-SMA--HIDALGO COUNTY-PEST CONTROL SERVICES"**.

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 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-PEST CONTROL SERVICES"**  
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

<b>Bid Opening, 9:30 A.M.</b>	<b><u>March 04, 2009</u></b>
Award of Contract	<u>                    </u> , 2009
Commence Work or Deliver Products	<u>                    </u> , 2009

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. Closner, 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 the 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**  
**“PEST CONTROL SERVICES”**  
**BID NO.: 2009-010-03-04-SMA**

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: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT “A”

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## SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY  
REQUEST FOR BID  
“PEST CONTROL SERVICES”  
RFB No.: 2009-010-03-04-SMA

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"PEST CONTROL SERVICES"**  
**BID NO. 2009-010-03-04-SMA**  
**SPECIFICATIONS**

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**SCOPE OF SERVICES:**

The purpose of this purchase specification (hereinafter specification) is to place into operation a Comprehensive Pest Control Service. The terms and conditions of these specifications will be incorporated into and become an essential part of the contract between Hidalgo County and the Vendor. The scope of services shall consist of the vendor providing Comprehensive Pest Control Program for all flying or crawling insects, mammals', rodents etc. at designated County Facilities.

**REQUIREMENTS/SPECIFICATIONS:**

1. The Vendor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or part not specifically described herein.
2. Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Vendor will respond within 24 hours after notification to correct the situation.
3. When necessary to install rodent bait boxes, the Vendor will supply a written report to the County which indicates the box location, date of installation, and removal.
4. Services will be performed by the Vendor during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.
5. It is intended that the pest control service will be within Hidalgo County and shall have the option to be award to a "primary" and "secondary" vendor. Exhibit "A & B" lists the Hidalgo County sites to be serviced **with an option to add or delete sites.**
6. Walk through's may be scheduled upon Vendors request.
7. The Vendor shall furnish a copy of their current Structural Pest Control Business License with bid.
8. Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.
9. Additional services include bee eradication and/or termite treatment.
10. Termite checks must also be included and findings provided to the Hidalgo County Buildings and Grounds Department Director; however, termite treatment will be done on an as-needed basis.

11. Termite Inspection/Control Treatment shall be on a per call basis.
12. Material, products and/or methods for termite control shall be in accordance with the State Structural Pest Control Board regulations.
13. Each pesticide product or device shall be registered by the EPA and/or the Texas Department of Agriculture for termite control and shall be approved by the Structural Pest Control Board.
14. Termite Control Work for subterranean Termite Post Construction Treatment, subterranean Termite Pre-Construction, Partial Treatment, and Spot Treatment, shall be in accordance with the Structural Pest Control Act.
15. Contractor shall submit a disclosure document Statement and cost Estimate as outlined by the State of Texas Structural Pest Control Board treatment Standards for Termite Control, to Hidalgo County Buildings and Grounds Department. Before conducting any termite treatment
16. Once Hidalgo County Buildings and Grounds have approved the Disclosure Document Statement and Cost Estimate, a purchase order will be issued by the Hidalgo County Purchasing Agent.
17. The vendor shall furnish all labor, materials, equipment, and supervision necessary for the eradication of bees as per calls referred to it by the Hidalgo County Health Department. It is specifically understood and agreed that all services provided under this agreement must be based upon calls received. On an as needed basis.

**VENDOR RESPONSIBILITIES:**

1. Vendor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.
2. The Vendor is to coordinate all work with the Hidalgo County for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.
3. A copy of this signed statement must be included with each monthly invoice.
4. The Vendor is responsible for the implementation of the pest control programs required by this contract. The Vendor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.
5. The Vendor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.
6. The Vendor shall report to Hidalgo County any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.
7. The Vendor shall provide one call-back service per month at no additional charge to Hidalgo County. Call-back service will be in request by Hidalgo County when previous treatment fails to control the pests specified herein.
8. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply

with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

**VENDOR(S) QUALIFICATIONS:**

1. Vendor must have been in the commercial structural pest control business for a minimum of three (3) years.
2. The vendor shall be Licensed and Regulated by the Structural Pest Control Board and Licensed and regulated under the Structural Pest Control Act.
3. Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County. Hidalgo County reserves the right to request documentation at any time during the service period.
4. The vendor shall be Licensed and Regulated by the Structural Pest Control Board and Licensed and regulated under the Structural Pest Control Act.

**SERVICE SCHEDULE:**

1. At mutually agreeable dates, the contract awarded vendor shall meet with Hidalgo County to review and approve scheduling prior to begin service for Hidalgo County.
2. Vendor shall furnish Hidalgo County Buildings and Grounds a monthly schedule of dates and how many times the area was serviced.
3. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work.
4. **Revisions may be made in the event a building is added or deleted from the services.** Due to new Facilities becoming available during the term of this bid, listed sites will change.
5. Vendor will not perform any services or deliver any times until a purchase order number is assigned by the designated employee of the department. Vendor will reference contract number and purchase order number on all invoices submitted to Hidalgo County Auditor's Office. The County will not be held responsible for payment of items/services delivered without authorized purchase orders.

**WORK HOURS:**

1. All scheduled service shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

**SPECIAL SERVICE DUE TO RE-INFESTATION:**

1. Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County.
2. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

**EMERGENCY SERVICE DUE TO RE-INFESTATION:**

1. Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County.

2. Vendor shall respond to the request for emergency service and be on-site within four hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.
3. Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public.
4. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.
5. Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.
6. Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

### **BUILDING RESTRICTIONS:**

#### **Parking:**

1. Vendor shall make arrangements with the authorized Hidalgo County Representative prior to offloading equipment at the job site.
2. Vendor shall park only in parking spaces designated by the authorized Hidalgo County Representative.

#### **Restrooms:**

1. Restrooms shall not be used for washing of tools and equipment or the mixing and preparation of chemicals.
2. Vendor shall coordinate the mixing and preparation of chemicals with the representative.

#### **Access:**

1. Vendor shall make prior arrangements with the authorized representative for access to the building(s) for performance of the service.

### **TERM OF CONTRACT:**

1. The Contract unit prices will remain firm for an initial of one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid 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.

### **CONTRACT PRICE:**

1. An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.
2. Additional sites will be priced based on square footage.

### **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the

rejection of his/her bid or bids:

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.
5. Failure to comply with the submittals of this specification.

**INVOICING:**

1. All invoices submitted by Vendor must reference the purchaser order number(s) and contract number on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number.

**MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO [sandra.montalvo@co.hidalgo.tx.us](mailto:sandra.montalvo@co.hidalgo.tx.us) by NO LATER THAN WEDNESDAY, February 25, 2009@ 5:00 P.M.** Responses will be sent to all applicants via facsimile or e-mail by no later than **FRIDAY, February 27, 2009 @ 5:00 P.M..**

**EXHIBIT "A"**  
**HIDALGO COUNTY**  
**"PEST CONTROL SERVICES"**  
**BID NO. 2009-010-03-04-SMA**  
**SERVICE SITE LIST**

The following listed sites are to be billed to:		<b>Hidalgo County Building &amp; Grounds</b> 3100 S. Bus. 281, Bldg. D Edinburg, Texas 78539 Contact: Daniel Flores 956-289-7850, 289-7851, 289-7852 or 289-7855 956-318-2648- fax	
1	Administration Building 100 E. Cano Edinburg, Texas	2	Courthouse 100 N. Closner Edinburg, Texas
3		3	Courthouse, Annex I 100 N. Closner Edinburg, Texas
4	Election's Office 101 S. 10 <sup>th</sup> Ave Edinburg, Texas 78539	5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas
6		6	Precinct No. 3- Office (f/k/a La Mansion) 2401 N. Moorefield Mission, Texas
7	DPS & JP Offices 1212 S. 25 <sup>th</sup> Edinburg, Texas	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas
9		9	Extension Service 410 N. 13 <sup>th</sup> Edinburg, Texas
10	DPS 410 N. 13 <sup>th</sup> Edinburg, Texas	11	Health Department 1304 S. 25 <sup>th</sup> Street Edinburg, Texas
12		12	McAllen License 300 E. Hackberry McAllen, Texas
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas
15		15	McAllen Health 300 E. Hackberry McAllen, Texas
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas
18		18	JP's, Constable Offices, Health & WIC Clinics 708 N. Edinburg St. Elsa, Texas
19	Health/WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Tx	20	Mission License 722 Breyfogle Mission, Texas
21		21	Weslaco License 1902 Joe Stephens Weslaco, Texas
22	Community Resource Center/WIC 6 <sup>th</sup> Street San Carlos, Texas	23	Hidalgo Health/WIC Clinic 702 E. Tejano Hidalgo, Texas
24		24	JP Office 1902 Joe Stephens Weslaco, Texas
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	26	After Care Program (Bill Separately) 1711 N. Bridge Weslaco, Texas
27		27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Texas
30		30	430th District Court 111 South 9 <sup>th</sup> Street Edinburg, Texas
31	Community Resource Center 509 E. Earling Road San Juan, Texas	32	Restitution Center (Bill Separately) 1124 N. M Road Edinburg, Texas
33		33	Horizon Building 224 N. 12 Ave. Edinburg, Texas
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	35	Adult Probation Facility 3100 S. Bus. 281, Bldg.-B Edinburg, Tx
36		36	Administration Building (fka K-Mart Bldg) 2802 S. Bus. Hwy 281 Edinburg, Tx
37	JP'S AND CONSTABLES OFFICES 730 Breyfogle Mission, Texas	38	Boy's and Girl's Club 6 <sup>th</sup> St. San Carlos, Texas
39		39	Progreso Resource Center 5 Miles South Bus. 83 on FM 1015 Progreso, Texas
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas
42		42	Juvenile Justice Center( approx.140,000 sq. ft) 1001 N. Doolittle Edinburg, Texas
43	HIDTA Task Force -Offices 3100 S. Closner Edinburg, Tx	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, Tx
45		45	Buildings and Grounds -Storage (4 Buildings -9964 sq ft total) 3100 S Bus. 281, Bldgs. D-G Edinburg, TX
46	County Clerks- Document Storage (f/n/a Robert Chevrolet) 317 N. Closner Edinburg, Tx	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, Tx
48		48	Multi-Purpose Facility (San Juan -CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516
49	Election Warehouse 317 N. Closner Edinburg, Tx		

**-OTHER COUNTY SITES:**

<b>50 ADDITIONAL COUNTY BUILDINGS (PRICE PER SQ. FT./ MONTH)</b>	
<p align="center"><b>HIDALGO COUNTY PRECINCT NO. 1 SITES:</b></p> <ol style="list-style-type: none"> <li>1902 Joe Stephens- Weslaco, Texas</li> <li>Precinct No. 1 Parks Office- Delta Lake &amp; shop</li> <li>Precinct No. 1 Shop- 1902 Joe Stephens (Rear), Weslaco, Tx</li> <li>Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco, Tx</li> <li>Sunrise Hill- Pavilion, Weslaco, Tx</li> <li>Veterans Park Facilities, Monte Alto, Tx</li> <li>Collection Site (UNDER CONTRUCTION) North of Sunrise Hill Park, Weslaco Tx</li> </ol>	<p><b>BILLING ADDRESS:</b></p> <p>1902 Joe Stephens Weslaco, Texas 78596 Contact: Joseph Palacios/Noe Montez 956-968-8733</p>
<p align="center"><b>HIDALGO COUNTY PRECINCT NO. 2 SITES:</b></p> <ol style="list-style-type: none"> <li>Corner of State &amp; Birch- 301 E. State - Pharr</li> <li>Corner of State &amp; Corner Office- 329 E. State- Pharr</li> <li>Mechanic Precinct No. 2 Shop- 329 E. State- Pharr</li> <li>Cypress Street- 109 N. Cypress- Pharr</li> <li>Las Milpas- Pharr- 3 Buildings- 6 2 Miles S. 281</li> <li>McAllen Palmer Pavilion- 301 E. Hackberry #R- McAllen</li> <li>McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen</li> <li>McAllen House- 301 E. Hackberry- #HSE- McAllen</li> <li>Pharr-Lopezville-Rodríguez &amp; Minnesota (RR)</li> <li>Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo</li> </ol>	<p><b>BILLING ADDRESS:</b></p> <p>301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891</p>
<p align="center"><b>HIDALGO COUNTY PRECINCT NO. 3 SITES:</b></p> <ol style="list-style-type: none"> <li>Veteran Pavilion- 1 Mile South Inspiration Road- Mission</li> <li>Barbecue House, 1 Mile South Inspiration Road- Mission</li> <li>Los Ebanos Pavilion- Los Ebanos</li> <li>Anzalduas Park Office, 6 Miles South Conway- Mission</li> <li>Hidalgo County Precinct No. 3 Office -724 N. Breyfogle- Mission</li> <li>Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd</li> <li>Motor Pool (mechanic shop)- 7 Mile Line between Iowa and Texan Rd</li> </ol>	<p><b>BILLING ADDRESS:</b></p> <p>724 N. Breyfogle Mission, Texas 78574 Contact Person: Norma Ceballos 956-585-4509</p>
<p align="center"><b>HIDALGO COUNTY PRECINCT NO. 4 SITES:</b></p> <ol style="list-style-type: none"> <li>Precinct No. 4 Office- 1102 N. Doolittle- Edinburg Tx</li> <li>Precinct No. 4 Shop Office &amp; Vehicle Service Area- 1102 N. Doolittle-Edinburg, Tx</li> <li>Precinct No. 4 Recovery Center- 1102 N. Doolittle, Edinburg Tx</li> <li>Precinct No. 4 Office -1051 N. Doolittle- Edinburg, Tx</li> </ol>	<p><b>BILLING ADDRESS:</b></p> <p>1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112</p>

# **EXHIBIT “B”**

## **BID PAGE**

**HIDALGO COUNTY  
REQUEST FOR BID  
“PEST CONTROL SERVICES”  
RFB: 2009-010-03-04-SMA**

**EXHIBIT "B"**  
**HIDALGO COUNTY**  
**"PEST CONTROL SERVICES"**  
**BID NO. 2009-010-03-04-SMA**  
**BID PAGE**

**Hidalgo County Sites:** The following listed sites are to be billed to:

**Hidalgo County Building & Grounds**  
3100 S. Bus. 281, Bldg. D  
Edinburg, Texas 78539  
Contact: Daniel Flores 956-289-7850, 289-7851, 289-7852, 289-7855  
956-318-2648 fax

STES & ADDRESSES	PRICE (per month)	SITES & ADDRESSES	PRICE (per month)	SITES & ADDRESSES	PRICE (per month)
1 Administration Bldg 100 E. Cano Edinburg, Texas	\$	2 Courthouse 100 N. Closter Edinburg, Texas	\$	3 Courthouse, Annex I 100 N. Closter Edinburg, Texas	\$
4 Election's Office 101 S. 10 <sup>th</sup> Ave Edinburg, Texas 78539	\$	5 Old Juvenile Detention 1300 S. Hwy 281 Edinburg, Texas	\$	6 Precinct No. 3-Offices(F/v-a-La Mansion) 2401 N. Moorfield Mission, Texas	\$
7 DPS & JP Offices 1212 S. 25 <sup>th</sup> Edinburg, Texas	\$	8 Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	\$	9 Extension Service 410 N. 13 <sup>th</sup> Edinburg, Texas	\$
10 DPS 410 N. 13 <sup>th</sup> Edinburg, Texas	\$	11 Health Department 1304 S. 25 <sup>th</sup> Street Westlaco, Texas	\$	12 McAllen License 300 E. Hackberry McAllen, Texas	\$
13 San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	\$	14 Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	\$	15 McAllen Health Clinic 300 E. Hackberry McAllen, Texas	\$
16 Westlaco Health/WIC Clinic 1901 N. Bridge Westlaco, Texas	\$	17 Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	\$	18 JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St Elsa, Texas	\$
19 Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	\$	20 Mission License 722 Breyfogle Mission, Texas	\$	21 Westlaco License 1902 Joe Stephens Westlaco, Texas	\$
22 Community Resource Center/WIC 6 <sup>th</sup> Street San Carlos, Texas	\$	23 Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	\$	24 JP Office 1902 Joe Stephens Westlaco, Texas	\$
25 Della Bldg (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	\$	26 After Care Program(Bill Separately) 1711 N. Bridge Westlaco, Tx	\$	27 Youth Village Boot Camp 1711 N. Bridge Westlaco, Texas	\$
28 Health/WIC Clinic 211 South Schuerbach Mission, Tx	\$	29 Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	\$	30 430 <sup>th</sup> District Court 111 South 9 <sup>th</sup> Street Edinburg, Texas	\$
31 Community Resource Center 509 E. Farling Road San Juan, Texas	\$	32 Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	\$	33 Horizon Building 224 N. 12 Ave. Edinburg, Texas	\$
34 Bennet Building 216 N. 12 Ave. Edinburg, Texas	\$	35 Adult Probation Facility 3100 S. Bus. 281, Bldg -B Edinburg, Texas	\$	36 Administration Building (Ira K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	\$
37 JP'S & Constables offices 730 Breyfogle Mission, Texas	\$	38 Boy's and Girl's Club 6 <sup>th</sup> St. San Carlos, Texas	\$	39 Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	\$
40 Old Carpenters Shop 219 E. Loeb Edinburg, Texas	\$	41 Buildings and Grounds Office 3100 S. 281, Bldg -D Edinburg, Texas	\$	42 Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	\$

43	HDDTA Task Force -Offices 3100 S. Clossner- Edinburg, TX	\$	44	HDDTA Task Force -Storage 3100 S. Clossner Edinburg, TX	\$	45	Buildings and Grounds -Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs D-G Edinburg, TX	\$
46	County Clerks- Document Storage (fn/a Robert's Chevrolet) 317 N. Clossner Edinburg, Tx	\$	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	\$	48	Multi-Purpose Facility (San Juan -CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	\$
49	Election Warehouse 317 N. Clossner Edinburg, Tx	\$						

**HIDALGO COUNTY PRECINCT NO. 1 SITES:**

1.	Precinct No. 1 Office 1902 Joe Stephen Westlaco, Texas	\$	2.	Precinct No. 1 Parks Office- Delta Lake & Shop	\$	3.	<b>BILL TO ADDRESS:</b> 1902 Joe Stephens Westlaco, Texas 78596 Contact: Joseph Palacios 956-968-8733	
4.	Precinct No. 1 (Two 2 each ) Portable Buildings at Sunrise Hill Park. Westlaco TX.	\$	5.	Sunrise Hill-Pavilion Westlaco, Tx	\$	6.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear)	\$
7.	Collection Site (Under Construction) North of Sunrise Hill Park, Westlaco, Tx	\$				6	Veteran Park Facilities Monte Alto, Tx	\$

**HIDALGO COUNTY PRECINCT NO. 2 SITES:**

1.	Corner of State & Birch 301 E. State Pharr, Tx	\$	2.	Corner of State & Corner Office 329 E. State Pharr, Tx	\$	3.	<b>BILL TO ADDRESS:</b> 301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891		
4.	Cypress Street- 109 N. Cypress Pharr, Tx	\$	5.	Las Mijas- 3 Buildings 6 1/2 Miles S. 281 Pharr, Tx	\$	6.	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Tx	\$	
7.	McAllen Las Glimore Kitchen- 301 E. Hackberry #R McAllen, Tx	\$	8.	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	\$	9.	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	\$	
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	\$					9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	\$

**HIDALGO COUNTY PRECINCT NO. 3 SITES:**

1.	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	\$	2.	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	\$	3.	<b>BILL TO ADDRESS:</b> 724 N. Breyfogle Mission, Texas 78574 Contact Person: Norma Ceballos 956-585-4509		
4.	Arzandias Park Office 6 Miles South Conway Mission, Tx	\$	5.	Hidalgo Cty. Pct No. 3 Office 724 N. Breyfogle Mission, TX	\$	6.	Los Ebanos Pavilion- Mission, TX	\$	
7.	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, TX	\$					6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	\$

**HIDALGO COUNTY PRECINCT NO. 4 SITES:**

1	Hidalgo Cty. Prec 4 (Office) 1102 N. Doolittle Edinburg, Tx	2	Hidalgo Cty. Prec 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	3	Hidalgo Cty. Prec 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx
4	Hidalgo Cty. Prec 4 (New Offices) 1101 N. Doolittle Edinburg, Tx				

**BILLING ADDRESS:**  
1102 N. Doolittle Road  
Edinburg, Texas 78541  
Contact: Gloria Beltran 956-383-3112

**LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT**

**TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES:**

UNIT PRICE FOR THE ADDITION OF AN HIDALGO COUNTY SITE: \$ \_\_\_\_\_ sq. ft.

TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1: \$ \_\_\_\_\_ sq. ft.

UNIT PRICE FOR THE ADDITION OF A PRECINCT NO. 1 SITE: \$ \_\_\_\_\_ sq. ft.

TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2: \$ \_\_\_\_\_ sq. ft.

UNIT PRICE FOR THE ADDITION OF A PRECINCT NO. 2 SITE: \$ \_\_\_\_\_ sq. ft.

TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3: \$ \_\_\_\_\_ sq. ft.

UNIT PRICE FOR THE ADDITION OF A PRECINCT NO. 3 SITE: \$ \_\_\_\_\_ sq. ft.

TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4: \$ \_\_\_\_\_ sq. ft.

UNIT PRICE FOR THE ADDITION OF A PRECINCT NO. 4 SITE: \$ \_\_\_\_\_ sq. ft.

**ADDITIONAL SERVICES:**

PRICE PER EACH CALL	TOTAL PRICE
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**BEE ERADICATION:**

- Fees for extermination/handling of "live bees" for the County, each call being a "real call" confirmed by the Hidalgo County Buildings and Grounds
- Fees for calls that do not require extermination/handling of "live bees" for the County each call being a "false call".

**TERMITE TREATMENT:** \$ \_\_\_\_\_ per treatment

BIDDER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

# SERVICE CONTRACT

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HIDALGO COUNTY  
REQUEST FOR BID  
“PEST CONTROL SERVICES”  
**RFB No. 2009-010-00-00-SMA**

THE STATE OF TEXAS    §  
  §  
COUNTY OF HIDALGO   §

**SERVICE CONTRACT  
C-09-010-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_, Texas ("Company").

WHEREAS, Company responded to advertised notices for bids for **"PEST CONTROL SERVICES"**(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County for Project as listed on specification. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
  
2. Company hereby promises and agrees to render and provide, during the term of

this 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 **Commissioner** or his designated agent. 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 beginning \_\_\_\_\_ and ending on \_\_\_\_\_ and may be extended at the sole discretion of County for an additional two (2) years period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. 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.

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 coverage's 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, which 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:

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

If to Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 may be terminated by either party without cause upon thirty (30) days written notice.

15. 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.

16. 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 \_\_\_\_\_, 2009.

Approved on Commissioners' Court \_\_\_\_\_, 2009

COUNTY OF HIDALGO

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

ATTEST:

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

COMPANY: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_