

Exhibit "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
RFB NO. 2012-023-00-00-MEG

SCOPE OF SERVICES:

Hidalgo County is seeking to contract with a qualified vendor (s) to contract for Pest Control Services. Under this contract, pest control is the use of properly registered pesticides and/or the use of approved devices at scheduled times and at pre-planned intervals to provide adequate and acceptable levels of insect and rodent population suppression at the County premises covered by this contract. It is intended that the pest control service will be within Hidalgo County and shall be awarded to a "primary" and "secondary" vendor. Exhibit "B" lists the Hidalgo County sites to be serviced **with an option to add or delete sites**. Walk through's may be scheduled upon Contractors request.

REQUIREMENTS/SPECIFICATIONS:

The Contractor 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.

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, snakes, 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 Contractor will respond within 24 hours after notification to correct the situation.

When necessary to install rodent bait boxes, the Contractor will supply a written report to the County which indicates the box location, date of installation, and removal.

Services will be performed by the Contractor 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.

1. Vendor must have been in the commercial structural pest control business for a minimum of three (3) years. 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.
2. All scheduled service shall be performed during the regular business hours of 8:00 A.M. to 5:00 P.M., Monday through Friday. Unless otherwise instructed by Hidalgo County Facilities Management, at no additional charge to the County
3. Walk through to any of the sites may be scheduled upon Vendors request.
4. The Vendor shall furnish a copy of their current Structural Pest Control Business License with bid.
5. Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.
6. Additional services include bee eradication and/or termite treatment.
7. Termite checks /findings must also be included and provided to the Hidalgo County Facilities Management Department Director; however, termite treatment will be done on an as-needed basis.
8. Material, products and/or methods for termite control shall be in accordance with the State Structural Pest Control Board regulations.
9. 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.

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10. 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.
11. 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 Facilities Management Department. Before conducting any termite treatment

CONTRACTOR RESPONSIBILITIES:

Contractor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

The Contractor 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.

A copy of this signed statement must be included with each monthly invoice.

The Contractor is responsible for the implementation of the pest control programs required by this contract. The Contractor is responsible for providing pesticide applicators who 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.

The Contractor 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.

The Contractor 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.

The Contractor 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.

CONTRACT PRICE:

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.

SERVICE SCHEDULE:

At mutually agreeable dates, the contract awarded vendor shall meet with Hidalgo County to review and approve scheduling prior to beginning of work. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work. Upon completion of all meetings, vendor shall prepare Hidalgo County Purchasing an approved service schedule for all departments in a spreadsheet type format outlining the dates and times service will be performed.

1. All services must be based on a monthly service fee (regular treatment i.e. roaches, bats, ants, wasps, fleas, yellow jackets, rats, mice crickets, silverfish, spiders, and scorpions, etc. Termites treatment, and Bee eradication)
2. Additional sites will be priced based on **fixed rate** on a monthly and/or as needed basis. Due to new Facilities becoming available during the term of this bid, **Revisions may be made in the event a building is added or deleted from the services.**
3. A Purchase Order must be obtain before any services are rendered, the County will not be held responsible for payment of items/services delivered without authorized purchase orders.

SPECIAL SERVICE DUE TO RE-INFESTATION:

Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County. 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:

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. 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.

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. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

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.

Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

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.

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. Prices shall include travel cost.
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.
3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
4. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.

Hidalgo County reserves the right to award to the lowest qualified bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so

6. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).
7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
9. All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.
10. 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).

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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:

PRE-BID CONFERENCE

A pre-bid conference will be held on **Monday Jan , 2012 at 9:30 A.M.** In Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

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 elena.gomez@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, month, date , 2012 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than **FRIDAY, month, date 2012 @ 5:00 P.M.**

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SERVICE SITE LIST

The following listed sites are to be billed to:		HIDALGO COUNTY FACILITIES MANAGEMENT 3100 S. Bus. 281, Bldg. D Edinburg, Texas 78539 Point of 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
4	Election's Office 101 S. 10 th Ave Edinburg, Texas 78539	5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas
7	DPS & JP Offices 1212 S. 25 th Edinburg, Texas	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas
10	DPS 410 N. 13 th Edinburg, Texas	11	Health Department 1304 S. 25 th Street Edinburg, Texas
13	San Carlos Warehouse (POC- Fac. Mgmt) E. 107 & 6 Street San Carlos, Texas	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	17	Pharr/WIC Clinic (1/2 Bldg Vacant) 1905 Fir Street Pharr, Texas
19	WIC Clinics (1/2 Bldg Vacant) Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Tx	20	Mission License 722 Breyfogle Mission, Texas
22	Community Resource Center/WIC 6 th Street San Carlos, Texas	23	Hidalgo Health/WIC Clinic 702 E. Tejano Hidalgo, 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
28	Health/WIC Clinic State of Tx tick eradication 211 South Schuerbach Mission, Tx	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Texas
31	Community Resource Center 509 E. Earling Road San Juan, Texas	32	Restitution Center (Bill Fac Mgmt) 1124 N. M Road Edinburg, Texas
34	Bennet Building (JP's) 216 N. 12 Ave. Edinburg, Texas	35	Adult Probation Facility 3100 S. Bus. 281, Bldg.-B Edinburg, Tx
37	JP'S AND CONSTABLES OFFICES 730 Breyfogle Mission, Texas	38	Boy's and Girl's Club 6 th St. San Carlos, Texas
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	41	Facilities Management Office 3100 S. 281, Bldg.-D Edinburg, Texas
43	HIDTA Task Force -Offices 3100 S. Closner Edinburg, Tx	44	HIDTA Task Force -Storage 3100 S. Closner 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
49	Election Warehouse 317 N. Closner Edinburg, Tx	50	Pct 2 Multi Center Hall Acres Health/WIC/Auto Tax/ JP's/ Pct 2 Adm.
		3	Courthouse, Annex I 100 N. Closner Edinburg, Texas
		6	Precinct No. 3- Office (f/k/a La Mansion) 2401 N. Moorefield Mission, Texas
		9	Extension Service 410 N. 13 th Edinburg, Texas
		12	McAllen License (Vacant POC Fac. Mgmt) 300 E. Hackberry McAllen, Texas
		15	McAllen Health 300 E. Hackberry McAllen, Texas
		18	JP's, Constable Offices, Health & WIC Clinics 708 N. Edinburg St. (CRC) Elsa, Texas
		21	Weslaco License 1902 Joe Stephens Weslaco, Texas
		24	JP Office's (2) 1902 Joe Stephens Weslaco, Texas
		27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas
		30	430th District Court 111 South 9 th Street Edinburg, Texas
		33	Horizon Building (JP's) 224 N. 12 Ave. Edinburg, Texas
		36	Administration Building (fka K-Mart Bldg) 2802 S. Bus. Hwy 281 Edinburg, Tx
		39	Progreso Resource Center 5 Miles South Bus. 83 on FM 1015 Progreso, Texas
		42	Juvenile Justice Center(approx.140,000 sq. ft) 1001 N. Doolittle Edinburg, Texas
		45	Facilities Management -Storage (4 Buildings -9964 sq ft total) 3100 S Bus. 281, Bldgs. D-G Edinburg, TX
		48	Multi-Purpose Facility (San Juan -CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516
		51	Pct 1 Sunrise Hill (2) Portable Buildings

OTHER COUNTY SITES:

52	ADDITIONAL COUNTY BUILDINGS (PRICE PER MONTH)	
<i>HIDALGO COUNTY PRECINCT NO. 1 SITES:</i>		BILLING ADDRESS:
1.	1902 Joe Stephens- Weslaco, Texas	1902 Joe Stephens Weslaco, Texas 78596 Contact: Joseph Palacios/Noe Montez 956-968-8733
2.	Precinct No. 1 Parks Office- Delta Lake & shop	
3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear), Weslaco, Tx	
4.	Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco, Tx	
5.	Sunrise Hill- Pavilion, Weslaco, Tx	
6.	Veterans Park Facilities, Monte Alto, Tx	
7.	Collection Site (UNDER CONTRUCTION) North of Sunrise Hill Park, Weslaco Tx	
<i>HIDALGO COUNTY PRECINCT NO. 2 SITES:</i>		BILLING ADDRESS:
1	Corner of State & Birch- 301 E. State - Pharr	301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891
2	Corner of State & Corner Office- 329 E. State- Pharr	
3	Mechanic Precinct No. 2 Shop- 329 E. State- Pharr	
4	Cypress Street- 109 N. Cypress- Pharr	
5	Las Milpas- Pharr- 3 Buildings- 6 1/2 Miles S. 281	
6	McAllen Palmer Pavilion- 301 E. Hackberry #R- McAllen	
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen	
8	McAllen House- 301 E. Hackberry- #HSE- McAllen	
9	Pharr-Lopezville-Rodríguez & Minnesota (RR)	
10	<i>Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo</i>	
<i>HIDALGO COUNTY PRECINCT NO. 3 SITES:</i>		BILLING ADDRESS:
1	Veteran Pavilion- 1 Mile South Inspiration Road- Mission	724 N. Breyfogle Mission, Texas 78574 Contact Person: Norma Ceballos 956-585-4509
2	Barbecue House, 1 Mile South Inspiration Road- Mission	
3	Los Ebanos Pavilion- Los Ebanos	
4	Anzalduas Park Office, 6 Miles South Conway- Mission	
5	Hidalgo County Precinct No. 3 Office -724 N. Breyfogle- Mission	
6	Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd	
7	Motor Pool (mechanic shop)- 7 Mile Line between Iowa and Texan Rd	
<i>HIDALGO COUNTY PRECINCT NO. 4 SITES:</i>		BILLING ADDRESS:
1	Precinct No. 4 Office- 1102 N. Doolittle- Edinburg Tx	1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112
2	Precinct No. 4 Shop Office & Vehicle Service Area- 1102 N. Doolittle-Edinburg, Tx	
3	Precinct No. 4 Recovery Center- 1102 N. Doolittle, Edinburg Tx	
4	Precinct No. 4 Office -1051 N. Doolittle- Edinburg, Tx	